MAYOR AND COUNCIL

Meeting No. 16-26
Monday, June 8, 2026 - 6:30 PM

AGENDA

Agenda item times are estimates only. Items may be considered at times other than those indicated.

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: https://www.rockvillemd.gov/services/request-a-reasonable-accommodation/

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: https://www.rockvillemd.gov/services/participate-in-a-community-forum/

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing, should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak and before virtual speakers.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, Verizon cable channel 11, livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the date of the meeting.

If you wish to participate in-person or virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or https://www.rockvillemd.gov/services/participate-in-a-community-forum/ no later than 10:00 am on

the day of the meeting. Each speaker will receive 3 minutes.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or https://www.rockvillemd.gov/services/participate-in-a-public-hearing/ no later than 10:00 am on the day of the meeting.
3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than approximately 20 minutes before the actual meeting start time.
5. Read for https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: https://www.webex.com/test-meeting.html prior to signing up to join the meeting to ensure your equipment will work as expected.

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Valeri)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, July 27 from 5:15-6:15 pm with Mayor Ashton and Councilmember Valeri. Please sign up by 10 am on the meeting day using the form at:
https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227

1. Convene - 6:30 PM

2. Pledge of Allegiance

3. Proclamation and Recognition - NONE

4. Agenda Review - 6:35 PM

5. City Manager's Report - 6:40 PM

6. Boards and Commissions Appointments and Reappointments - NONE

7. Community Forum - 6:45 PM

8. Special Presentations - 7:05 PM

A. Presentation by Montgomery County Department of Transportation on Bus Rapid Transit (BRT)

B. Special Presentation - Planning Commission 2025 Annual Report

9. Consent Agenda - 7:45 PM

A. Adoption of a Resolution to Revise the City's Statement of Investment Policy for the Investment of the City’s Operating and Capital Funds

B. Award and Authorize the City Manager to Execute a Contract Responsive to Invitation for Bids IFB # 29-26, LED Streetlight Conversion-Phase 3, to Lighting Maintenance, Inc. of Harmans, Maryland, in an Amount Not-to-Exceed

$1,061,875.00, with final work completion to occur by October 15, 2026.

C. Award, and Authorize the City Manager to Execute, Contracts Responsive to IFB #16-26 for Construction, Repair, and Maintenance of Concrete and Brick Infrastructure.

D. Award of IFB #19-26, Glenora Park Stream Restoration Spot Repair Project

E. Award and Authorize the City Manager to Execute Contracts Responsive to IFB #17-26, for Streetlight Maintenance, to Lighting Maintenance, Inc.

F. Award and Authorize the City Manager to Execute a Rider Agreement with HEF-P Rockville, LLC (a Limited Liability Company Formed by Highland Electric Fleets, Inc.) in the Amount Not-to-Exceed $1,194,169 with Pricing Consistent with Sourcewell Contract 051123-HEF, for Electric Senior Shuttle Buses and Direct Current Fast Charging (DCFC) Stations.

10. Public Hearing - NONE

11. Action Items - 7:50 PM

A. Adoption of an Ordinance to amend Ordinance No. 2A-26 to appropriate funds and levy taxes for FY 2026 (Budget Amendment #4)

12. Worksession - 8:10 PM

A. Worksession - Discussion and Direction on Chapter 8 Election Code Rewrite Recommendations from the Board of Supervisors of Elections.

B. Worksession on FAST 2 improvements to the development review and permitting process.

13. Mock Agenda - 10:10 PM

A. Mock Agenda

14. Old / New Business - 10:15 PM

15. Adjournment - 10:30 PM

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: PRESENTATION
Department: PW - TRAFFIC & TRANSPORTATION
Responsible Staff: ANDREW LUETKEMEIER

Subject

Presentation by Montgomery County Department of Transportation on Bus Rapid Transit (BRT)

Department

PW - Traffic & Transportation

Recommendation

Staff recommends that the Mayor and Council receive a Montgomery County Department of Transportation (MCDOT) presentation on Bus Rapid Transit (BRT).

Discussion

Montgomery County Department of Transportation (MCDOT) will provide a presentation (Attachment 1) to update the Mayor and Council on the Veirs Mill Road (MD 586) and MD 355 Bus Rapid Transit (BRT) projects. Montgomery County's BRT is a bus-based transit system that will deliver faster, more reliable, and convenient services with the capacity and quality of rail transit. BRT is a national movement towards upgraded bus systems that focus on faster, more convenient and more reliable bus services.

Veirs Mill Road BRT

The MD 586 BRT connects major activity centers Rockville and Wheaton. It consists of a 7.6-mile corridor with 12 stations along Veirs Mill Road and MD 355. Approx. 51,000 residents and 38,900 jobs within half mile of the stations. About half of the route is in the City of Rockville and includes the following stations: Twinbrook Parkway, Atlantic Avenue, Edmonston Drive, Rockville Metro Station, and Montgomery College.

The design of this project was completed in 2025 and the utility construction started in early 2026. MCDOT is currently working to permit the project with various agencies. At the same time, MCDOT is developing a Small Starts Grant Agreement with the Federal Transit Administration (FTA) and hope to sign it early this Summer. Once the agreement is signed, it will enable MCDOT to move forward and sign a construction contract. Currently, MCDOT is scheduled to continue utility relocation and ROW acquisition through 2026 and into early 2027. MCDOT is also scheduled to start construction in early 2027 and open the project by December 2028. The estimated cost of this project is $230M.

MD 355 BRT

The goal of the MD 355 Flash BRT corridor, identified in the 2013 Countywide Transit Corridors Functional Master Plan, is to provide a new transit service along MD 355 (Wisconsin Avenue/Rockville Pike/Frederick Road) with greater travel speed and frequency. Among the project's objectives is to create new connections and support growth and redevelopment at key activity centers along the corridor such as Rockville and Gaithersburg. The MD 355 BRT project will implement a roughly 22-mile BRT corridor connecting Bethesda to Clarksburg, primarily along MD 355. The central phase of the MD 355 BRT project is being advanced and consists of a 10-mile corridor between Rockville and Germantown with the following three stations in Rockville: Rockville Metro Station, Montgomery College, and Shady Grove Metro Station.

MCDOT continues to coordinate engineering design reviews with the City of Rockville's Public Works and Planning staff regarding BRT station locations and access, bicycle and pedestrian facility design, new development coordination, and refinement of right-of-way needs. The proposed bike facilities vary to mostly shared-use paths for the northbound direction and a mix of cycle track and sidewalks for the southbound direction. The city will need to modify its Bikeway Master Plan and the Rockville Pike Plan to match the facilities proposed by the BRT project. Concurrently, MCDOT is coordinating with the FTA regarding submission of the project for federal funding and environmental documentation.

Currently, 35 percent design is complete and MCDOT has a Progressive Design Builder (PDB) under contract to advance design as the delivery method for the project and is currently in scope validation phase to see how to improve the design and make it less impactful and less expensive. Design process is expected to start late this Summer, final design will start in 2026, and construction is planned for 2028-2031, with the service to be open in 2031. The total estimated cost is $517 million. MCDOT is eligible for Federal funding under the FTA's Capital Investment Grant New Starts program. It should be noted that the capital budget did not include funding for a bus depot or transit center near Mannakee Street.

Mayor and Council History

MCDOT provided a presentation on MD 355 BRT to the Mayor and Council on May 16, 2022, and on January 22, 2024.

Next Steps

Next steps for MCDOT include the following for the MD 586 BRT project: Sign a Small Starts Grant Agreement with FTA in early Summer, followed by a construction contract and utility relocation and ROW acquisition through 2026 and into early 2027. The construction phase is scheduled for early 2027 until December 2028. For the MD 355 BRT project, MCDOT expects to start the design process later this Summer and for the service to be operational in 2031.

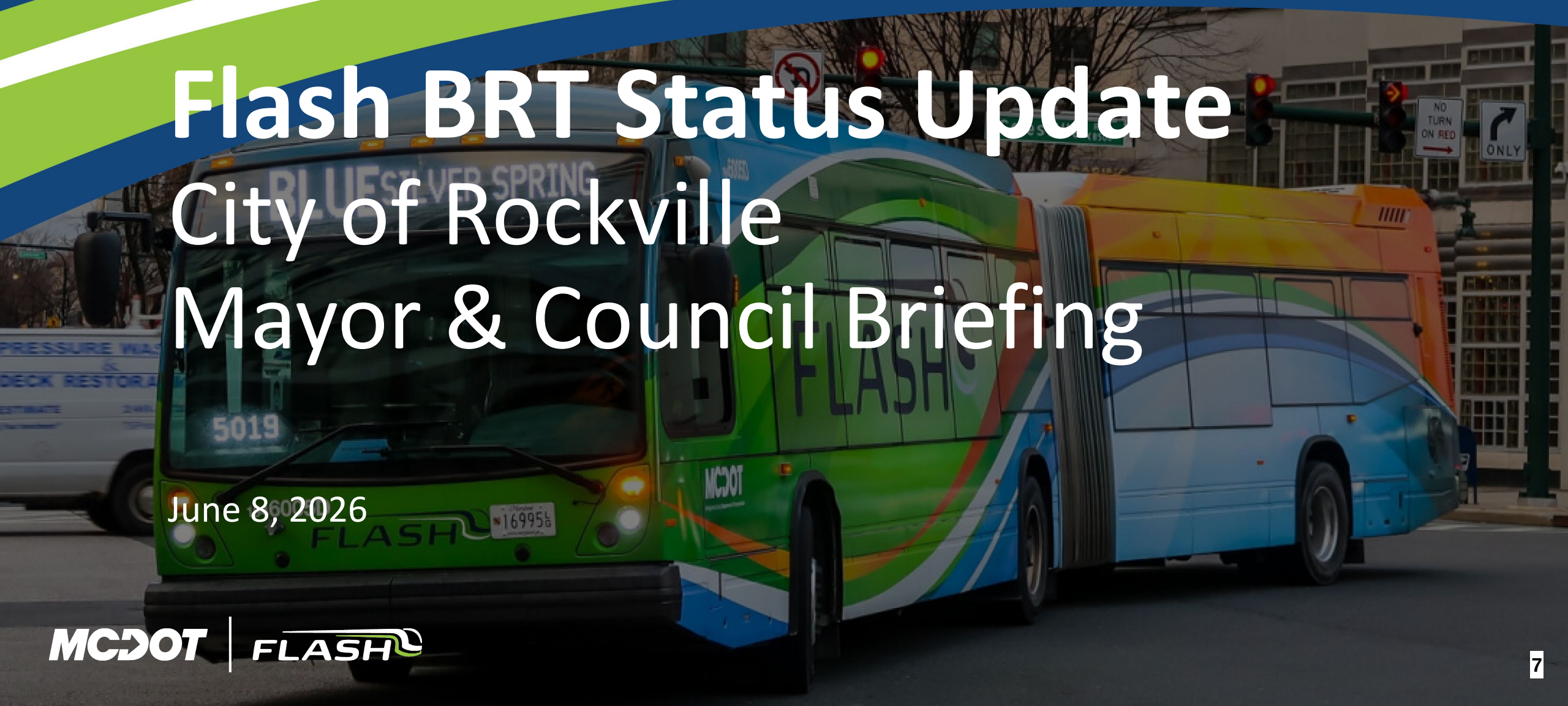
Attachments

Attachment 1 - MCDOT_BRT_Briefing

Flash BRT Status Update

City of Rockville
Mayor & Council Briefing

June 8, 2026



MCDOT | FLASH

Presenters

- Jamie Henson
  - BRT Implementation Manager
- Pam Destino, PE
  - Veirs Mill Road (MD 586) BRT Project Manager
- Zouli Bereddad
  - MD355 BRT Project Executive



MCDOT | FLASH

Agenda

- Flash BRT Program Overview
- Veirs Mill Road (MD 586) BRT
- MD 355 BRT
- Questions



Flash Bus Rapid Transit (BRT)

What is Bus Rapid Transit (BRT)?

Montgomery County's Flash Bus Rapid Transit (BRT) is bus-based transit system that will deliver faster, more reliable, and convenient services with the capacity and quality of rail transit. The following are key components of Flash BRT:



Dedicated Bus Lanes or Bus Priority Treatment



Specialized Vehicles



Enhanced Stations



New and Branded Services



Transit Signal Priority



Enhanced Pedestrian and Bicycle Access

What is Bus Rapid Transit?

- Bus Rapid Transit, (BRT) is a national movement towards upgraded bus systems that focus on faster, more convenient and more reliable bus services.

Faster and More Reliable

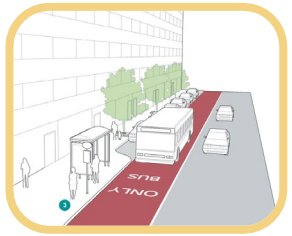
Transit Signal Priority



Queue Jumps



Dedicated Bus Lanes



Frequent Service



Convenient



- WiFi and USB charging
- Level boarding for wheelchairs, bikes, and strollers
- Real time information display boards

Efficient

- Mimics light rail at a lower cost

Program Overview

Legend

ROUTE IN SERVICE

- US 29

ROUTES IN DESIGN

- MD 355
- VEIRS MILL ROAD

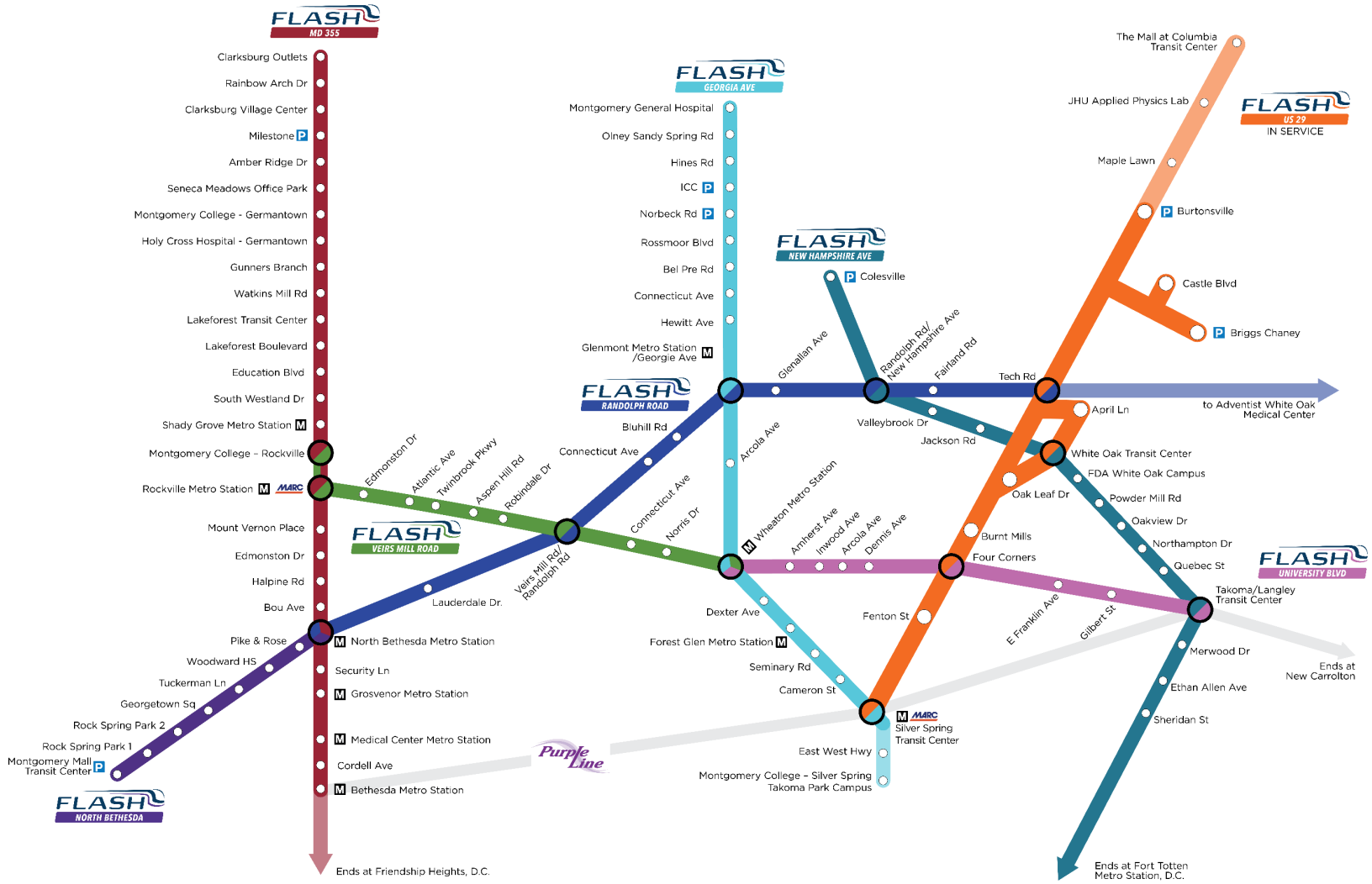
PLANNED ROUTES

- NORTH BETHESDA
- NEW HAMPSHIRE AVE
- GEORGIA AVE
- RANDOLPH ROAD
- UNIVERSITY BLVD
- EXTENSION TO HOWARD COUNTY AND MONTGOMERY COLLEGE TAKOMA PARK

- IN-SERVICE STOPS
- PLANNED STOPS
- METRO STATION
- PARK AND RIDE
- MARC STATION

FLASH LINES INTERSECT

- TWO COLORS DENOTES WHERE TWO ROUTES CONNECT
- THREE COLORS DENOTES WHERE THREE ROUTES CONNECT



Flash BRT Project Outcomes

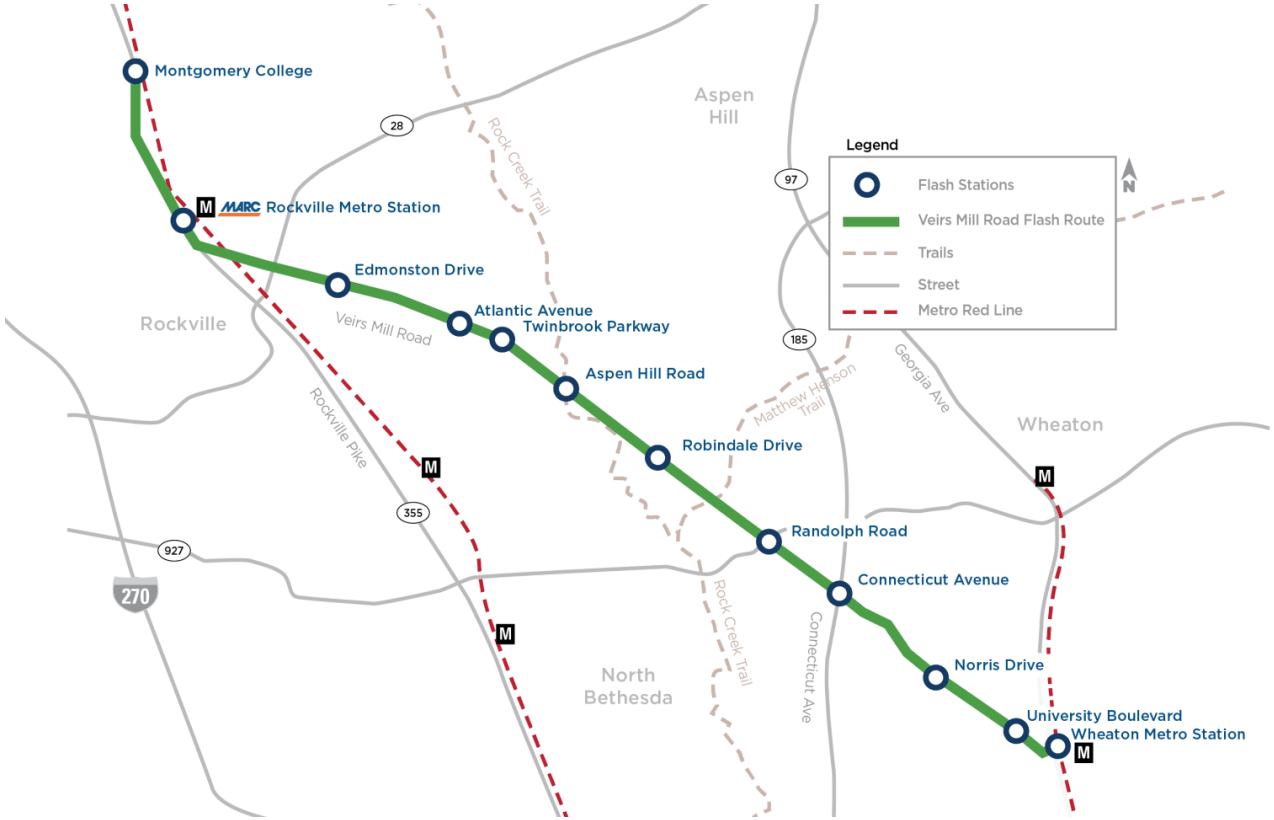
- Connect People to Opportunity
  - Faster Transit Service
  - More Reliable Bus Arrivals
  - More Frequent Transit Service
- Targeted Bicycle and Pedestrian Improvements
- Minimize impacts to homes or businesses

Veirs Mill Road (MD 586) BRT


FLASH
VEIRS MILL ROAD

Flash Veirs Mill Road (MD 586) BRT Corridor

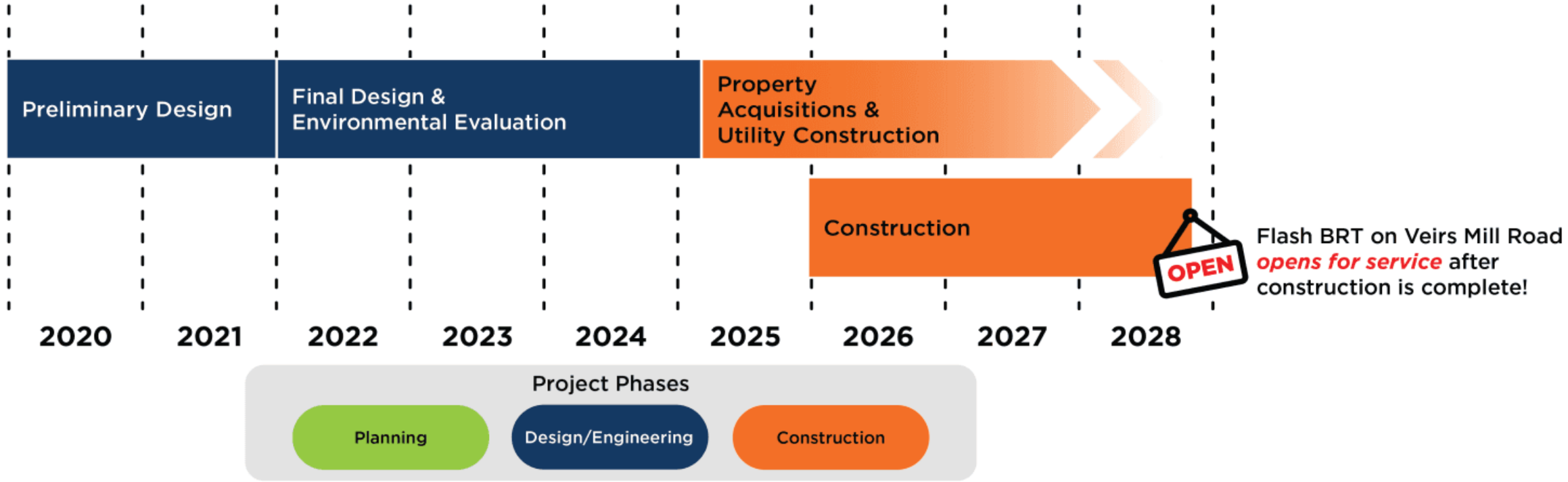
- About half of the route is in the City of Rockville
- Connects Major Activity Centers Rockville and Wheaton
- Several rail connections:
  - The two legs of Metrorail Red Line
  - Amtrak and MARC in Rockville



Veirs Mill Road (MD 586)

- 7.6-mile corridor with 12 stations along Veirs Mill Road and MD 355. Approx. 51,000 residents and 38,900 jobs within half mile of the stations.
- Design completed in 2025. Utility construction started in 2026. Service opens in late 2028.
- Estimated total cost is $230 million. MCDOT expects FTA grant agreement in Summer 2026.
- Serves 10,000+ existing daily trips. BRT will be as much as 20-30% faster in peak periods.
- Pop-ups, individual meetings, and community engagement ongoing.

Timeline


Preliminary Design
Final Design & Environmental Evaluation
Property Acquisitions & Utility Construction
Construction
OPEN
Flash BRT on Veirs Mill Road *opens for service* after construction is complete!
2020
2021
2022
2023
2024
2025
2026
2027
2028
Project Phases
Planning
Design/Engineering
Construction

BRT Improvements



Project Status

Current

- Design is complete.
- Permitting is in process.
- FTA Small Starts Grant Agreement is in development.
  - Anticipate finalization this summer.

Next

- Utility relocation and ROW acquisition began this year.
  - Will continue into 2027
- Construction scheduled to begin Spring 2027.
- Project opens for service in 2028.

Coordination with City of Rockville

Stormwater Management

- Received SWM Concept Approval

Rockville Town Center Station

- Worked closely on location and utility impacts for Rockville (SB) Station.

Pedestrian Safety

- Added crosswalk at north side of Atlantic Avenue
- Did not extend median because it was too narrow to serve as a safe pedestrian refuge. Signal will be timed for pedestrians to cross entirety of VMR.


FLASH
MD 355

MD 355 BRT Corridor

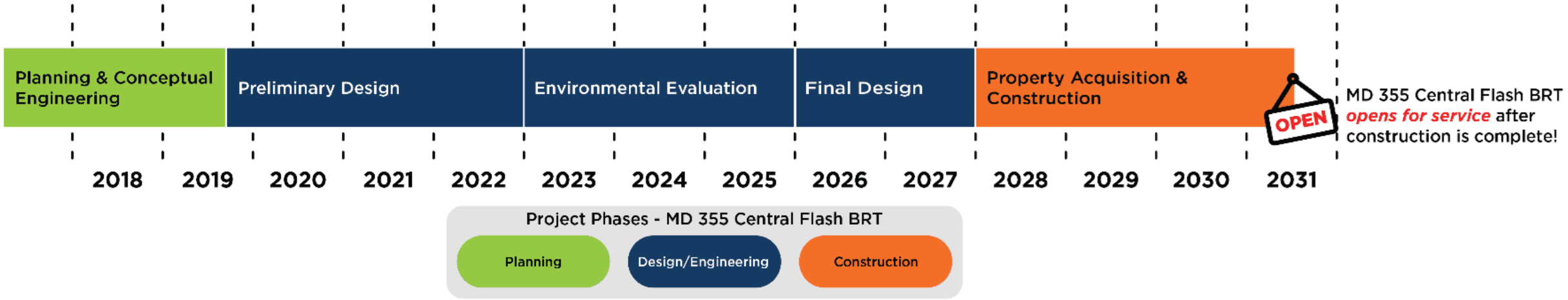


- The MD 355 Corridor is 22-miles.
- The Central portion of the corridor is being advanced.
  - Central phase: BRT between Rockville and Germantown, addressing core needs first.
  - Extensions to Bethesda (South) and Clarksburg (North) will follow.

MD 355 (Central Phase)

- 10-mile corridor along MD 355. Approximately 79,000 people live within half a mile of the corridor and stations, 14% of whom live in car-free households.
- Currently in scope validation phase. Final design will start in 2026. Construction is planned for 2028-2031. Service will open in 2031.
- Total estimated cost is $517 million. MCDOT is eligible for Federal funding under the FTA's Capital Investment Grant New Starts program.
- Serves 14,000+ existing daily trips. BRT will be as much as 25-45% faster in peak periods
- A Corridor Advisory Committee (CAC) has been engaged with the project since 2015.

Timeline


Planning & Conceptual Engineering
Preliminary Design
Environmental Evaluation
Final Design
Property Acquisition & Construction
OPEN
MD 355 Central Flash BRT opens for service after construction is complete!
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
Project Phases - MD 355 Central Flash BRT
Planning
Design/Engineering
Construction

Project Status

Current

- 35% design complete.
- Progressive Design Builder (PDB) under contract.
- Scope validation in progress.

Next

- Final Design.
- FTA Capital Investment Grant New Starts Application.
- Project opens for service in 2031.

Coordination with City of Rockville

Transit Center or Bus Depot at MD355 and Mannakee

- The capital budget did not include funding for a bus depot or transit center at this area of MD 355.

Next Steps

- Will share some outcomes from the scope validation later this year.

Questions

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: SPECIAL PRESENTATION
Department: CPDS - ZONING REVIEW & OTHER
Responsible Staff: JIM WASILAK

Subject

Special Presentation - Planning Commission 2025 Annual Report

Department

CPDS - Zoning Review & Other

Recommendation

Staff recommends that the Mayor and Council receive the Planning Commission's Annual Report.

Discussion

The Planning Commission's Annual Report for 2025 is the document by which the Commission reviews its performance during the preceding year, with a focus on its comprehensive planning, zoning, and development review activities during that period and the major planning projects and issues considered by the Commission. The report will be submitted to the Maryland Department of Planning, in compliance with the State's Land Use Article annual reporting requirements for local jurisdiction.

The 2025 Annual Report describes actions taken by the Planning Commission from development applications to zoning text amendments. Several development applications were reviewed and approved by the Planning Commission in 2025 and are described in the report. The proposed developments associated with these applications were generally located in transit-oriented areas and included significant residential or mixed-use projects on vacant and urban infill sites.

The anticipated work plan for the Planning Commission in 2026 is described as a conclusion to the Annual Report, highlighting the work that staff expects the Planning Commission to accomplish by the end of this year.

Boards and Commissions Review

The Planning Commission endorsed the report at its meeting of May 27.

Next Steps

The final report will be submitted to the Maryland Department of Planning in accordance with the Land Use Article of the Annotated Code of Maryland.

Attachments

2025 Annual Report cover letter, Planning Commission Annual Report 2025 Draft

City of Rockville

June 9, 2025

Maryland Department of Planning
Planning Best Practices
Attn: David Dahlstrom, AICP

Re: City of Rockville Planning Commission Annual Report for 2025

Dear Mr. Dahlstrom:

The City of Rockville Planning Commission approved the following annual report for the reporting year prepared pursuant to section §1-207(b) of the Land Use Article of the Annotated Code of Maryland on May 27, 2026 and thereafter filed with the local legislative body, the Mayor and Council of Rockville. In addition to the attached annual report, responses to the annual report short form for municipalities are included below:

1. Number of new Residential Permits Issued inside the Priority Funding Area (PFA):

Residential – Calendar Year 2025	PFA	Non - PFA	Total
# New Residential Permits Issued	161	0	161

2. Is your jurisdiction scheduled to complete and submit to Planning a 5-Year Mid-Cycle comprehensive plan implementation review report this year, as required under §1-207(c)(6) of the Land Use Article? If yes, please submit the 5-Year Report as an attachment.
   Y ☐ N ☒

3. Were there any growth related changes, including Land Use Changes, Annexations, Zoning Ordinance Changes, Rezonings, New Schools, Changes in Water or Sewer Service Area, etc., pursuant to §1-207(c)(1) of the Land Use Article? If yes, please list or map.
   Y ☒ N ☐

   The attached annual report includes all growth-related actions taken by the Planning Commission in 2025. The Rockville Mayor and Council adopted a new Comprehensive Plan that is the blueprint for Rockville's future growth to 2040 and directed that the city Zoning Ordinance be rewritten to implement the Plan and streamline the development review process. An initial staff draft of the Zoning Ordinance was authorized for filing as a Zoning Text Amendment by the Mayor and Council on December 1, 2025. This is ongoing with adoption expected in 2026. A new plan for Rockville Town Center was developed during 2024 and adopted in January 2025. It provides for significant increases in mixed-use density in the area.

4. Did your jurisdiction identify any recommendations for improving the planning and development process within the jurisdiction? If yes, please list.
   Y ☒ N ☐

Rockville has continued to implement the recommended changes to the City's development review process, known as FAST (Faster, Accountable, Smarter, and Transparent). The Mayor and Council have provided direction on this initiative in a series of work sessions, with that direction incorporated into the new Zoning Ordinance to implement the code-related recommendations.

5. Are there any issues that Planning can assist you with in 2026? If yes, please list. Y ☐ N ☒

   None noted.

6. Have all members of the Planning Commission and Board of Appeals completed an educational training course as required under §1-206(a)(2) of the Land Use Article? Y ☒ N ☐

Please feel free to contact me at 240-314-8211 or jwasilak@rockvillemd.gov if you have any questions.

Regards,

R. James Wasilak

R. James Wasilak, AICP
Chief of Zoning/Planning Commission Staff Liaison

Attachments: Rockville Planning Commission 2025 Annual Report

Planning Commission

Annual Report 2025

Prepared May 2026
Draft

2025 MAYOR AND COUNCIL

Monique Ashton, Mayor
Kate Fulton
Barry Jackson
David Myles
Izola (Zola) Shaw
Marissa Valeri
Adam Van Grack

2025 PLANNING COMMISSION

Jaime Espinosa, Chair
Eric Fulton
Suzan Pitman
Shayan Salahuddin
Meng Sun

CITY MANAGER

Jeff Mihelich

DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT SERVICES

Ricky Barker, AICP (former)
Craig Simoneau (Acting)

ASSISTANT DIRECTOR

Jenny Snapp (former)

CHIEF OF ZONING/STAFF LIAISON

Jim Wasilak, AICP

PLANNING STAFF

Sheila Bashiri, Historic Preservation Planner
Christopher Davis, Senior Planner
Mercedes Delgado, Planner I
Tyree Dodson, Planning Technician
Megan Flick, AICP, Principal Planner
John Foreman, Development Services Manager
Katie Gerbes, AICP, Comprehensive Planning Manager
Anthony Mazza, Principal Planner
Nelson Ortiz, AICP, Principal Planner
Andrew Reitelbach, AICP, Principal Planner
Shaun Ryan, Development Review Supervisor
Holly Simmons, AICP, Deputy Zoning Manager
Myles Muehlberger, GIS Specialist
Manisha Tewari, AICP, Research Manager
Nicole Walters, Development Services Supervisor
Kimia Zolfagharian, Principal Planner

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DEVELOPMENT ACTIVITY IN 2024 ..... Error! Bookmark not defined.

DEVELOPMENT CAPACITY ANALYSIS **6**

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School Capacity Standards ..... **Error! Bookmark not defined.**

Water and Sewer Standards ..... **Error! Bookmark not defined.**

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CITY OF ROCKVILLE PLANNING COMMISSION

ANNUAL REPORT 2025

INTRODUCTION

The Annual Report of the Planning Commission is the document by which the Commission reviews its performance during the preceding year, with focus on its comprehensive planning, zoning and development activities during that period and the major planning projects and issues considered by the Commission. The Report is submitted to the Maryland Department of Planning in compliance with the State's Land Use Article annual reporting requirements for local jurisdictions.

This year's Annual Report does not include a report on the City's Adequate Public Facilities Ordinance (APFO) and Standards (APFS) but will be provided next year to satisfy the biennial requirement. It also does not include a 5-year Mid-Cycle Planning Implementation and Development Process Report, which will also be included next year.

The Smart Growth Goals, Measures and Indicators and Implementation of Planning Visions legislation (Senate Bill 276 and House Bill 295 [SB276/HB295]) requires jurisdictions that issue 50 or more building permits per year to report specified smart growth measures and indicators. The City of Rockville issued 114 single family residential building permits and 47 multifamily permits in 2025.

Each of the City's land use initiatives in 2025 worked towards implementing the State Visions for sustainable communities that protects the natural environment, directs growth, maintains and improves infrastructure and involves citizens in all stages of the planning and development review processes.

PLANNING IN ROCKVILLE

The City of Rockville had a population of 67,139 in 2020 (US Census Bureau, Decennial Census) with an estimated population of 67,563 as of July 1, 2025, making Rockville the fourth largest incorporated municipality in Maryland, behind the cities of Baltimore, Frederick and Gaithersburg. Rockville is about seven miles north of Washington, D.C. and is served by a transportation system that includes one interstate highway (I-270), two Metrorail stations within the City boundaries (Twinbrook and Rockville) and one just outside (Shady Grove), four state highways (Routes 355, 28, 586 and 189), a MARC and AMTRAK rail station (Rockville), in addition to local (RideOn) and regional (WMATA) bus service.

Rockville serves as the county seat for Montgomery County. The County Council and County Executive Offices are across the street from Rockville City Hall, as are the Circuit Court for Montgomery County and the District Court of Maryland.

The City of Rockville functions as an independent municipality, supplying many services for its citizens. The City controls its own planning and zoning authority, water and sewer services (serving much of the City, with WSSC serving some areas), police and public works departments, and recreation programs and facilities. The Montgomery County government provides services to Rockville residents for public schools, fire protection, local circuit court, additional police protection, transportation, health and other services.

Municipal Authority

The authority to plan for the City's development and to enact and enforce laws relating to land planning and zoning is derived from the Land Use Article of the Annotated Code of Maryland.

Land use planning in Rockville is the responsibility of four official bodies: The Mayor and Council, Planning Commission, Board of Appeals, and Historic District Commission. The Mayor and Council adopts the Master Plan (Plan), enacts legislation to ensure compliance with the Plan, adopts amendments to the Zoning Ordinance and the Zoning Map, and funds capital improvements necessary to implement the Plan. The Board of Appeals considers applications for Special Exception uses, Variances from the Zoning Ordinance requirements and Appeals from administrative decisions related to planning and zoning.

The City's Zoning Ordinance, along with the Land Use Article, states the powers and duties of the Historic District Commission (HDC). They include identifying and recommending properties deemed eligible for historic designation, reviewing and acting on applications for Certificates of Approval for work within designated historic districts, and providing courtesy review to the Planning Commission and Mayor and Council for projects within or adjacent to historic districts.

Planning Commission

The Planning Commission is the only one of the four official bodies with direct land use authority that is involved in all phases of the planning process. It has specific duties, such as acting as the Approving Authority for subdivisions and site plans, as well as advisory responsibilities to the Mayor and Council and Board of Appeals.

The Planning Commission is made up of seven members with staggered five-year terms. Members are nominated by the Mayor and approved by the full body of the Mayor and Council. The Commission elects a Chairperson from its membership each year. The Planning Commission typically meets twice a month, on the second and fourth Wednesdays starting at 7:00 p.m., in the Mayor and Council Chambers of Rockville City Hall. All meetings are televised and streamed live online and available online via "on-demand" the following day through the City's website. All agendas and supporting documentation are posted on the website one week before each meeting. The Commission conducts meetings in person and virtually via Webex.

Certain powers and duties of the Planning Commission are mandated by the Land Use Article. The Commission is required to prepare a plan for the physical development of the City (the Plan, also called Comprehensive Plan), which is recommended to the Mayor and Council for approval, including with modifications[1]. The Commission also makes recommendations concerning public structures, improvements and land acquisition necessary for the execution of the Plan; recommends district boundaries for comprehensive zone classification of land; approves all subdivision of land; and consults with and advises public officials, agencies, civic, educational, professional and other organizations and citizens with respect to the protection or execution of the Plan.

[1] An amendment to Maryland's Land Use Article was enacted in 2015 which specifically allows the governing body to make modifications to recommended plans prior to adoption. The governing body may also approve, remand or disapprove the plan.

Certain duties of the Planning Commission stem from its function as the originator of the Plan. The Commission reviews and makes decisions on site plans for major proposed developments, except for single-family or semi-detached residential development and site plans that are acted on by the Chief if Zoning as an administrative approval, for compliance with applicable regulations. For most projects, the Commission approves a site plan, and subdivision plat if necessary, as prerequisites to the issuance of a Building Permit for construction. Applications filed pursuant to Mandatory Referral by public entities are also reviewed by the Commission for compliance with the findings required by the Land Use Article for these actions.

Applications for Project Plan applications, Map Amendments, Text Amendments, Annexations, and other City policy statements are forwarded to the Mayor and Council with the Commission's recommendations. Similarly, the Commission reviews all applications for special exception uses for compliance with the Comprehensive Plan and makes appropriate recommendations to the Board of Appeals. The Commission reviews sectional map amendments to designate historic districts and makes recommendations to the Mayor and Council for consistency with the Master Plan. Finally, the Commission must file an Annual Report on its activities with the Mayor and Council and the Maryland Secretary of Planning. This report fulfills that requirement.

PLANNING COMMISSION ACTIVITIES IN 2025

Zoning Ordinance and Map Changes

The City adopted a new Zoning Ordinance on December 15, 2008 with an effective date of March 16, 2009. A new Development Review Procedures Manual was published in July 2009, followed by further updates in 2011, based on recommendations by a city Communications Task Force in 2010, and in 2013. The city has since adopted text and map amendments to clarify issues and to ensure the Zoning Ordinance addresses current planning and zoning issues facing the City.

In 2025, the Planning Commission did not review any applications for Zoning Map Amendments (MAPs) but reviewed the proposed changes to the Zoning Map as part of the Zoning Ordinance Rewrite (ZOR) project. The changes are part of a Comprehensive Map Amendment that will cover the entire city and implement the zoning changes recommended in the Comprehensive Plan and Town Center Master Plan.

The Commission reviewed three Zoning Text Amendments: to modify the parking requirements for certain town house units within Planned Developments, to implement the zoning recommendations of the adopted Town Center Master Plan, including implementation of floating zones; and to establish regulations for the retail sale of cannabis for personal use. The Commission recommended approval of all three.

The Commission conducted five work sessions during 2025 on the Zoning Ordinance Rewrite project, the topics of which reflected work sessions that were also being held by the Mayor and Council. These work sessions constituted direction from the Mayor and Council with recommendations by the Planning Commission on the direction of the Zoning Ordinance as it was being drafted.

Development Review Activities

Changes in development patterns in the City of Rockville, whether originating in the public or private sector, require the approval of one or more types of development applications. A review of all such applications acted on in 2025 provides a snapshot of future changes in the use of land within the city for that year. The approved development changes are consistent with all components of the adopted Comprehensive Master Plan, neighborhood plans, Zoning Ordinance regulations, and related City requirements.

Several subdivision plats were approved by the Rockville Planning Commission in 2025. These included record plats necessary to create lots for previously-approved development projects. Site Plan approvals by the Planning Commission in 2025 included a residential community with 48 two-over-two units on a former townhouse office property in the Town Center, a second phase of mixed-use redevelopment near the King Farm, and a multifamily redevelopment at the Twinbrook Metro station.

A list of all the Planning Commission actions in 2025, appears later in the report.

Comprehensive Plan Development and Implementation

The City of Rockville Comprehensive Master Plan (CMP), known as Rockville 2040, was adopted in August 2021. In 2025, two amendments to the Comprehensive Plan were adopted by the Mayor and Council: the Town Center Master Plan and an amendment to the Lincoln Park Conservation District Plan. When combined with the Pedestrian Master Plan adopted into the Comprehensive Plan in 2023, there are now a total of three amendments to the CMP.

Town Center Master Plan

The Planning Commission reviewed and approved a new Town Center Master Plan in 2024, replacing the previous version adopted in 2001. The Mayor and Council subsequently adopted the Rockville Town Center Master Plan on January 27, 2025. The resounding themes found throughout this document are to create a flexible regulatory environment that allows Town Center to thrive by enabling development and allowing the market to dictate the “highest and best” land uses over the next two decades. Additionally, the Plan prioritizes the development of additional residential housing units, with a particular emphasis on affordable and attainable housing units. The final theme throughout the document is to turn Town Center into a vibrant local and regional destination by creating an environment where people can live, work, and play for years to come. Most of the zoning and land use recommendations within the Town Center Master Plan will be implemented through the Zoning Ordinance Rewrite and Comprehensive Map Amendment project currently underway.

Lincoln Park Conservation District Amendments

In 2022, the City of Rockville, in partnership with Lincoln Park residents and a design consultant, began working with community members to help review standards and develop draft design guidelines for new construction and additions to single-unit detached housing properties in the neighborhood. These efforts were made primarily to address issues with existing building standards in the Lincoln Park Neighborhood Conservation District. The Planning Commission reviewed the proposed amendments to the *Lincoln Park Conservation District Plan* and the proposed design guidelines in 2024.

After extensive review, the Mayor and Council decided not to proceed with new design guidelines for the neighborhood. Instead, on January 27, 2025, the Mayor and Council adopted ordinances to amend the

Lincoln Park Conservation District Plan and overlay zone to focus on needed revisions to existing standards relative to building footprint and height requirements.

DEVELOPMENT CAPACITY ANALYSIS

The City of Rockville participates in the Metropolitan Washington Council of Governments (MWCoG) growth forecasting process and has used the projections derived through that process in lieu of conducting a separate Development Capacity Analysis. All of the projections are based upon the current municipal boundaries and are therefore all located within a Priority Funding Area. The City participated in the MWCoG Round 10.1 process in 2024. Round 10.1 projected the following for the year 2050:

MWCoG Round 10.1 Projections (2024) – City of Rockville			
	2020	2050	Percent Change
Population	67,228	90,396	34%
Households	26,869	37,833	41%
Jobs	76,424	94,463	24%

DEVELOPMENT ACTIONS BY THE PLANNING COMMISSION

The following tables outline the development review actions taken by the City Planning Commission during 2025.

Annexations

Application #	Request and Location	Action/Date
ANX2023-00147	**Annexation petition** to annex the Shady Grove Metro station and approve the annexation plan	Recommended for approval by the Planning Commission on April 23, 2025

Map Amendments

Application #	Request and Location	Action/Date
None		

Mandatory Referral Applications

Application #	Request and Location	Action/Date
STP2025-00512	**Mandatory Referral Application** to establish the Montgomery County Diversion Center at 1307 Seven Locks Road	Approved by the Planning Commission on September 10, 2025

Plats - Subdivision

Application #	Request and Location	Action/Date
PLT2025-00626	**Final Record Plat Application** to resubdivide Lot 6, Block A of the Victory Court subdivision to create two lots from a single lot to allow for construction of a duplex in the MXT Zone and Historic District Overlay Zone at 107 Fleet Street.	Approved by the Planning Commission on February 19, 2025
PLT2025-00631	**Final Record Plat Application** to resubdivide a part of Lot 23, Block A of the Wheel of Fortune subdivision located in the MXCD Zone at 11511 Fortune Terrace.	Approved by the Planning Commission on February 19, 2025
PLT2025-00627 **PLT2025-00628** **PLT2025-00629** **PLT2025-00630**	**Final Record Plat Applications** to create townhouse lots, open space parcels and dedicate public rights-of-way in the previously approved site plan area for development of The Tower Preserve property in the PD-TO (Planned Development – Tower Oaks) Zone at 2200 Tower Oaks Boulevard	Approved by the Planning Commission on March 12, 2025
PLT2025-00640	**Final Record Plat** to resubdivide part of Parcel C, Block D of Tower Oaks at 2000 Tower Oaks Boulevard	Approved by the Planning Commission on May 28, 2025
PLT2025-00637 **PLT2025-00638** **PLT2025-00639**	**Final Record Plats** to create record lots, HAO parcels and dedicate public rights-of-way to implement STP2024-00493 in the PD-RS (Planned Development – Rockshire) Zone at 2401 Wootton Parkway	Approved by the Planning Commission on June 11, 2025
PLT2025-00643	**Final Record Plat** to resubdivide Lot 2, Block A of the City Center subdivision to allow for redevelopment in the MXNC Zone at 622 Hungerford Drive	Approved by the Planning Commission on September 24, 2025
PLT2025-00632 **PLT2025-00633** **PLT2025-00634** **PLT2025-00635** **PLT2025-00636**	**Final Record Plats** to resubdivide lots in the Danac Technological Park to implement STP20020-00393 in the MXE Zone at 15815 and 15825 Shady Grove Road, 2 Choke Cherry Road and 2092 Gaither Road	Approved by the Planning Commission on October 8, 2025
PLT2025-00641	**Final Record Plat** to resubdivide two record lots into a single record lot in the R-60 Zone at 210 First Street	Approved by the Planning Commission on November 12, 2025
2026-96-PLT	**Final Record Plat** to create a single record lot and dedicate public right-of-way in the MXT Zone at 22 West Jefferson Street	Approved by the Planning Commission on November 12, 2025

PLT2025-00642	**Final Record Plat** to resubdivide Parcel A of the Halpine Baptist Church subdivision to permit redevelopment in the RF-FZ (Residential Flexible – Floating Zone) at 5906 Halpine Road	Approved by the Planning Commission on December 10, 2025

Project Plans

Application #	Request and Location	Action/Date
PJT2025-00022	**Project Plan** application to modify the Champion Billiards implementation period of the approved Planned Development in the PD-CB (Planned Development – Champion Billiards) Zone at 900 Rockville Pike	Recommended by the Planning Commission on June 11, 2025
PJT2025-00020	**Project Plan** application to permit conversion of retail space to 13 residential units in the Rockville Center Planned Development at 198 East Montgomery Avenue	Recommended by the Planning Commission on July 23, 2025
PJT2025-00023	**Project Plan** application to permit construction of a 147-unit multifamily building in the Rockville Center Planned Development at 41 Maryland Avenue	Recommended by the Planning Commission on November 12, 2025

Site Plans

Application #	Request and Location	Action/Date
STP2024-00490	**Level 2 Site Plan** to permit the construction of 48 two-over-two residential units in the MXCD Zone at 622 Hungerford Drive	Approved by the Planning Commission on February 29, 2025
STP2022-00436	**Level 2 Site Plan** to permit construction of 437 multifamily units and 5,075 commercial space in the PD-TC (Planned Development – Twinbrook Commons) and MXTD Zones at 1800 and 1818 Chapman Avenue	Approved by the Planning Commission on February 26, 2025
STP2025-00503	**Level 2 Site Plan** to permit conversion of retail space to 13 residential units in the Rockville Center Planned Development at 198 East Montgomery Avenue	Approved by the Planning Commission on October 8, 2025
STP2024-00492	**Level 2 Site Plan** to permit construction of a 360-unit multifamily building and 145,000 square-foot lab and office building in the MXE Zone at 15815 and 15825 Shady Grove Road, 2 Choke Cherry Road and 2092 Gaither Road	Approved by the Planning Commission on November 12, 2025
STP2024-00482	**Level 2 Site Plan** to permit construction of three new research and development buildings containing 645,000 square feet in the MXE Zone at 2097, 2099 and 2101 Gaither Road	Approved by the Planning Commission on December 10, 2025

Special Exceptions

Application #	Request and Location	Action/Date
None		

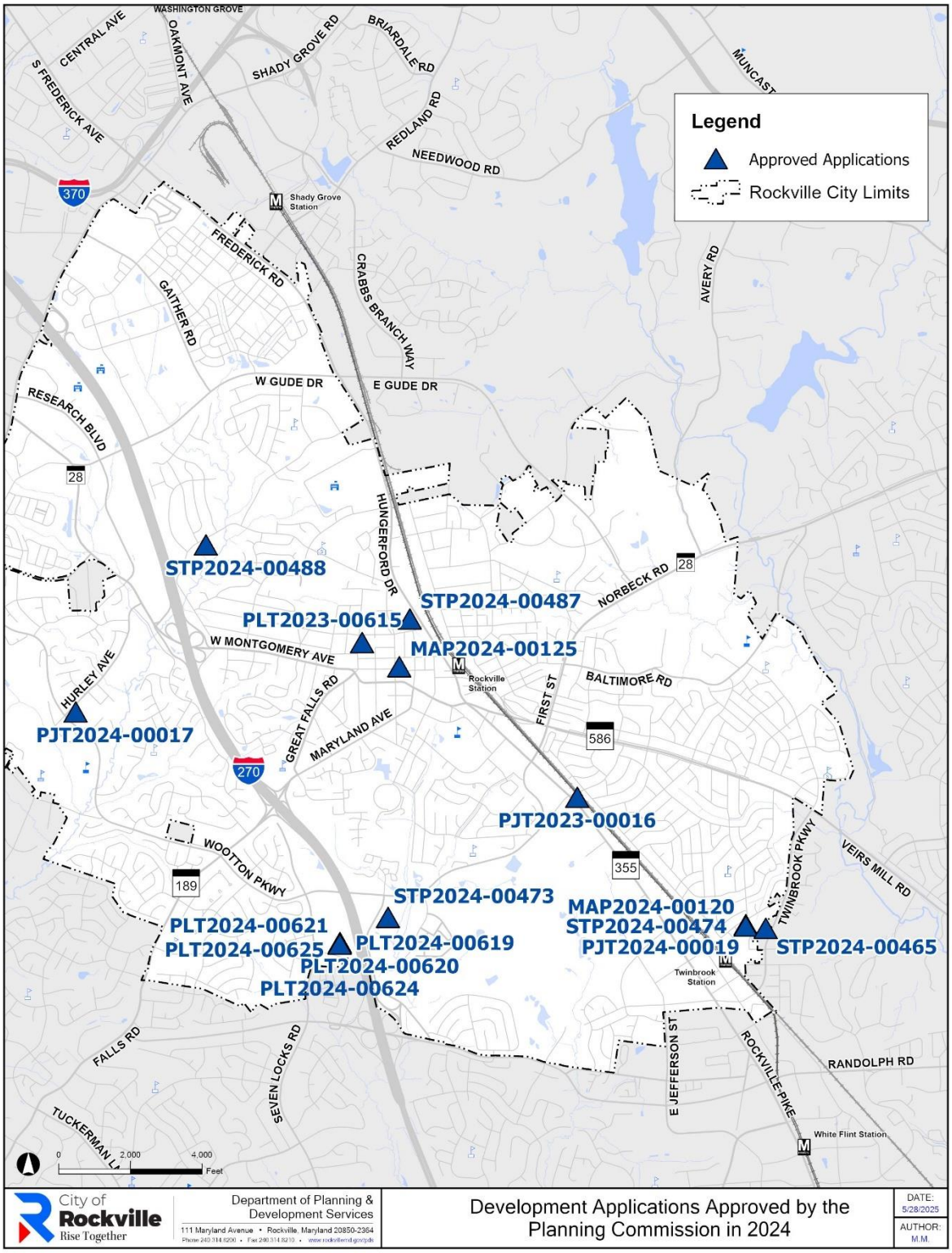
Waivers

Application #	Request and Location	Action/Date
WAV2025-00013	**Waiver** Application to permit a reduction of 44 parking spaces in the MXE Zone at 1251 West Montgomery Avenue	Approved by the Planning Commission on April 9, 2025

Zoning Text Amendments

Application #	Applicant, Request and Location	Action/Date
TXT2025-00268	**Zoning Text Amendment** by the Mayor and Council to modify the parking requirement for certain residential dwellings	Recommended for approval by the Planning Commission on February 19, 2025
TXT2025-00269	**Zoning Text Amendment** by the Rockville Mayor and Council to implement the zoning recommendations of the Town Center Master Plan, including implementation of floating zones.	Recommended for approval by the Planning Commission on March 12, 2025
TXT2025-00270	**Zoning Text Amendment** by the Rockville Mayor and Council to regulate establishments that include the retail sale of cannabis for personal use	Recommended for approval by the Planning Commission on May 28, 2025

2025 Planning Commission Actions Map



<u>Note</u>: This map includes actions with a spatial location only, excluding zoning ordinance and general map amendments, for example

PLANNING COMMISSION WORK PROGRAM FOR 2026

The Planning Commission's work plan for 2026 will initially consist of public hearings and work sessions for the ZOR and related Comprehensive Map Amendment. This will result in recommendations to the Mayor and Council on both documents in the first quarter of the year.

During the remainder of the year, the Commission will continue considering development review applications, including site plans and record plats, and providing recommendations on certain applications as required by the new Zoning Ordinance once adopted.

The Commission continues to encourage public participation in all planning efforts as well as for agenda items at their meetings. The Commission provides for in-person as well as virtual participation at meetings and accepts written testimony by email at any time.

APPENDIX A – 2025 MEMBERS OF THE PLANNING COMMISSION

Jaime Espinosa

Address: 5717 Ridgway Avenue
Term: Appointed 2023, expires 2027
Personal: Debarment Specialist, Food and Drug Administration
Education: B.A., Political Science, University of Nevada – Las Vegas; J. D., University of St. Thomas; Master of Public Administration, University of Baltimore

Eric Fulton

Address: 402 Beall Avenue
Term: Appointed 2022, expires 2027
Personal: National Program Manager, Customer Outreach and Communication, United States General Services Administration
Education: B.A., Communications, University of Maryland

Suzan Pitman

Address: 822 Grandin Avenue
Term: Reappointed 2024, expires 2029
Personal: Operations Director, American College of Dentists
Education: B.A., Psychology and American History, Incarnate Word College

Shayan Salahuddin

Address: 103 Bullard Circle
Term: Appointed 2023, expires 2028
Personal: Mortgage Operations and Capital Markets Consultant
Education: B.S., Finance, California State University – Long Beach

Meng Sun

Address: 604 East Lynfield Drive
Term: Appointed 2024, expires 2031
Personal: Planner, Maryland-National Capital Park and Planning Commission (M-NCPPC)
Education: B. Architecture, Tsinghua University, M.S. Urbanism, Delft University of Technology, PhD. Urban Planning and Policy, University of Illinois at Chicago

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: CONSENT
Department: FINANCE
Responsible Staff: KIM FRANCISCO

Subject

Adoption of a Resolution to Revise the City's Statement of Investment Policy for the Investment of the City's Operating and Capital Funds

Department

Finance

Recommendation

Staff recommends the Mayor and Council adopt the resolution to formally revise the City's Statement of Investment Policy.

Discussion

The City of Rockville's Statement of Investment Policy ("Policy") serves as a guideline for the adequate safeguarding of the City's financial assets. All investments allowed under the Policy conform to the State of Maryland statutes governing the investment of public funds. Review and adoption of a resolution to update the Policy should take place at least every five years. Periodic updates help to ensure that the City's Policy reflects legislative changes and best practices in municipal finance.

During FY 2019, staff engaged in a competitive procurement process to obtain an outside investment advisor and asset manager ("advisor") to assist with the City's investment program. The principal functions and responsibilities of the advisor are to provide independent services related to the discretionary investment and reinvestment of the City's operating and capital funds (non-pension) and the periodic review of relevant policy documents that govern the City's investment activities.

The Mayor and Council last approved a resolution to update the City's Statement of Investment Policy on May 20, 2024. Pursuant to the State of Maryland statues (§ 17-205 of the Local Government Article, Annotated Code of Maryland) the City is required to adopt its investment policy by resolution. Staff recommends the Mayor and Council adopt *Attachment 1*, which is the formal resolution that reflects the changes presented in this item. The State of Maryland Statutes were updated in Fall 2024 and the Maryland Code of Regulations were revised in April 2025. The recommended changes to the City's Policy aligns it with the most recent revisions with the State.

As part of this review and update to the Policy, the following recommendations for changes were made and appear in *Attachment 2*:

- Updated the list of authorized investment instruments to align the City's policy with the Annotated Code of Maryland (with the exception of Foreign Sovereign Debt)
- Added diversification limits for newly added investment instruments and updated diversification limits to existing investment instruments to align the City's policy with the Annotated Code of Maryland

These updates are relatively minor, but are important in keeping the City's Policy consistent with the investment options and limitations set by the State of Maryland. The City's permitted investment instruments are intentionally restricted to conservative, high-credit-quality securities consistent with State of Maryland guidelines. These instruments are characterized by strong issuer creditworthiness, active secondary markets, and short- to intermediate-term maturities, all of which contribute to a low-risk profile focused on preservation of capital and reliable liquidity.

The presentation in *Attachment 3* provides an overview of municipal investment policies, Maryland statutes and Maryland Code of Regulations, investment policy best practices, a sector allocation comparison, and an overview of our historical portfolio allocations. It is important to note, that while the City is able to utilize a range of investment instruments, the City's portfolio has historically been comprised of mostly U.S. Treasuries, Federal Agencies, FDIC-insured certificates of deposit, and the Maryland Local Government Investment Pool. While the City supports the principles underlying Environmental, Social, and Governance (ESG) investing, the highly constrained and government-focused nature of the permitted investment universe limits the applicability of traditional ESG frameworks.

Mayor and Council History

The Mayor and Council last approved a resolution to update the City's Statement of Investment Policy on May 20, 2024.

Fiscal Impact

There is no direct fiscal impact associated with this agenda item, however, the Policy governs the investment of City funds, which generates City revenues through interest earnings.

Attachments

Attach1_InvestmentResolution_June2026, Investment Policy_May2026_Redline, Rockville_ Investment Policy Review 2026

Resolution No._____ RESOLUTION: To Revise the Statement of Investment Policy for the investment of the City's operating and capital funds

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, that the fiscal policy for investment of City cash is hereby established as set forth in the attached document.

* * * * * * * * * * * * * * * * * * *

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Mayor and Council of Rockville at its meeting of June 8, 2026

_____
Sara Taylor-Ferrell, City Clerk/Director of Council Operations



Statement of Investment Policy

Prepared by the Department of Finance

Updated ~~May 20, 2024~~June 8, 2026

I. POLICY

It is the policy of the City of Rockville ("the City") to invest funds not required for immediate expenditure in a manner that conforms to all State of Maryland statutes governing the investment of public funds. The Investment Officer or an appropriate designee is authorized to invest such funds until the time they will be needed in such investments as are authorized in the guidelines delineated below. This Investment Policy represents the financial boundaries within which its cash and investment management process will operate.

II. SCOPE

This Investment Policy applies to all monies under the oversight of the City of Rockville that are accounted for in the following funds:

1) General Fund
2) Special Revenue Funds
3) Debt Service Funds
4) Capital Project Funds
5) Enterprise Funds

These funds are accounted for in the City's Annual Comprehensive Financial Report (ACFR).

Assets held in trust and agency funds are exempt from the provisions of this policy. These assets consist of funds in the pension plan and deferred compensation plans. Pension plan assets are invested in compliance with State statutes and on the basis of direction provided by the City's Retirement Board, as well as individual employee decisions about defined contribution amounts. Assets held in these plans are held in trust for the participants and are not assets of the City. The City does not have authority over the investments held in these trusts. The funds in the deferred compensation plans are invested in compliance with State statues and individual employee decisions.

III. PRUDENCE

The standard of performance to be respected by the Investment Officer or designee with respect to investment of City funds shall be the "prudent person" rule which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The prudent person rule shall be applied in the context of managing the overall portfolio.

The Investment Officer acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided

deviations are reported in a timely fashion and appropriate action is taken to control adverse developments.

IV. INVESTMENT OBJECTIVES

The City's priorities for the investment and management of public funds are as follows:

1) Safety of principal: Investments of the City shall always be undertaken with a view toward ensuring that there will be preservation of the principal.

2) Liquidity: The maturity mix of the investment portfolio will be continuously monitored by the Investment Officer with a view toward reasonable estimation of the timing of the City's expenditure needs, so that sufficient liquidity is maintained to meet operating and capital requirements.

3) Return on investments: The City's investment program will be formulated with the objective of attaining a favorable rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints established elsewhere in this policy.

V. DELEGATION OF AUTHORITY

The Mayor and Council of Rockville recognize that their authority to invest the public funds of the City derives from State Finance and Procurement Article § 6-222 of the Annotated Code of Maryland, as amended. Authority to invest City funds is delegated to the Investment Officer.

The Investment Officer means the Chief Financial Officer or other official of the City of Rockville who is responsible for the investment of public funds. The Investment Officer shall be responsible for all investment transactions undertaken by the City and shall have sole authority to buy and sell securities on behalf of the City. The Investment Officer may utilize qualified outside financial consultants or investment advisory firms to provide the necessary technical expertise, tools, and resources that are required to buy and sell securities. The Investment Officer is a fiduciary subject to the "prudent person" standard.

VI. DELINEATION OF EXPRESS STATE LAW REQUIREMENTS TO WHICH THE CITY HEREBY RESOLVES TO ADHERE

1) The City of Rockville will invest only in those types of securities described in State Finance and Procurement Article § 6-222(b), ~~or~~ Local Government Article §§ 17-~~301 through 17-309 of the Annotated Code of Maryland~~204 and specific authorized investment asset classes and thresholds found in COMAR 25.03.03 and pursuant to COMAR 25.03.04.

~~2)~~ ~~All investments made by the City will comply with the standards in State Finance and Procurement Article § 6-222(e) of the Annotated Code of Maryland.~~

~~3)~~2) The City is prohibited from borrowing money for the sole purpose of

investment.

3) The City's Investment Officer is prohibited from investing public funds in a manner inconsistent with this adopted policy.

VII. AUTHORIZED FINANCIAL INSTITUTIONS AND ADVISORS

The Investment Officer shall maintain an approved list of qualified financial institutions that are authorized to provide financial or investment services to the City. Only primary government securities dealers ("primary dealers") that regularly report to the Federal Reserve Bank of New York shall be included on the approved list.

The Mayor and Council may, at their discretion, accept, review, and approve applications from regional broker/dealers that meet the following criteria:

1) have been in business for at least five consecutive years;
2) are qualified under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).
3) are registered to sell securities in the State of Maryland;
4) carry adequate insurance coverage including liability, errors and omissions, and workers' compensation (if applicable);
5) are a member of FINRA.

Under certain circumstances, the Mayor and Council may approve a regional broker/dealer even if they do not meet all five requirements.

All broker/dealers who desire to provide investment services to the City will be provided with a copy of the City's Investment Policy. Before an institution can provide investment services to the City, it must confirm that it has received and reviewed the Investment Policy and intends to comply with it.

At the request of the Investment Officer, broker/dealers must submit the following information to the City: copies of the firm's latest financial statements or SEC form 10-K; annual or quarterly reports or SEC form 10-Q; proof of Financial Industry Regulatory Authority (FINRA) certification and/or of state registration; and any additional information requested by the Investment Officer necessary in evaluating the qualifications of the institution.

The Investment Officer shall conduct reviews at least every five years of the financial condition and the registrations of all approved broker/dealers in order to determine whether they should remain on the approved list.

The City may choose to work with an external investment advisor in the review and/or selection of broker/dealers or in the purchase of investment instruments. If used, the selection of an investment advisor will be based on a competitive procurement process with a contract term of five years with one five-year (5-year) optional renewal.

All investment advisors shall verify that they have received a copy of this Investment Policy, and shall indicate that they have read and understand this policy and all applicable statutes related to City investments.

VIII. AUTHORIZED PUBLIC DEPOSITORIES

The Chief Financial Officer will select and maintain through a competitive process a list of authorized financial institutions to be used as depositories and/or custodians. To be considered for inclusion on this list the financial institution must have::

1) at least $10 billion in total assets;
2) a core capital-to-total assets ratio of at least 8 percent, with at least 6 percent in tier 1 capital;
3) favorable statistical ratings from a nationally recognized rating service, as determined by the Investment Officer;
4) a federal or a state charter; and
5) a branch office within Montgomery County.

Under no circumstances shall the City's deposits in a financial institution exceed the total shareholder's equity of that institution.

IX BOND PROCEEDS

The Investment Officer shall segregate the gross proceeds of tax-exempt bonds from the City's general pool and shall keep the proceeds in separate investment accounts. The proceeds shall be invested pursuant to the instructions in the respective bond indentures of trust. If the bond indenture authorizes investments that conflict with this Investment Policy, then such investments shall be made only with the Mayor and Council's prior approval. All securities shall be held in third-party safekeeping with the bond trustee ("Trustee") where applicable and all deliver-versus-payment (DVP) rules shall apply.

The City is required under the U.S. Tax Reform Act of 1986 to perform arbitrage calculations and to rebate excess earnings to the United States Treasury from the investment of the gross proceeds of tax-exempt bonds. The City may contract with qualified outside financial consultants to provide the necessary technical expertise that is required to comply with this law.

X. AUTHORIZED INVESTMENT INSTRUMENTS

The Investment Officer shall use competitive offerings, whenever practical, for all investment transactions. The Investment Officer may exercise discretion in investing City funds among the following instruments within the guidelines provided:

1) Any obligation for which the United States has pledged its full faith and credit for the payment of interest and principal;

2) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress;

3) An obligation issued and unconditionally guaranteed by a supranational issuer denominated in United States dollars, eligible to be sold in the United States and is rated in the highest credit category by a nationally recognized statistical rating organization;

4) Any Repurchase agreement collateralized in an amount not less than 102% of the principal amount by an obligation of the United States, its agencies or instrumentalities, provided the collateral is held by a custodian other than the seller designated by the City;

5) Any Bankers' Acceptances guaranteed by a financial institution with a short-term debt rating in the highest letter and numerical rating by at least one nationally recognized statistical rating organization as designated by either the United States Securities and Exchange Commission or the Treasurer;

6) ~~With respect to amounts treated by the Internal Revenue Service as bond sale proceeds only, bonds, notes, or other obligations of investment grade in the highest quality letter and numerical rating by at least one nationally recognized statistical rating organization as designated by the United States Securities and Exchange Commission issued by or on behalf of this or any other state or any agency, department, county, municipal or public corporation, special district, authority, or political subdivision thereof, or in any fund or trust that invests only in securities of the type described in this item~~Municipal Obligations, bonds, notes or other obligtaions issued by or on behalf of any state or any agency, departement, county, municipal or public corporation, special district, authority, or political subdivision thereof or in any fund or trust that invests only in securities issued by these entities with at least two ratings of A-/A3/A- (or their equivalent) or higher by two NRSROs, one of which must be either Moody's or S&P;

7) Agency Mortgage-Backed Securities backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs with at least two ratings of AAA or Aaa one of which must be S&P, Moody's, or Fitch;

8) Asset-Backed Securities whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans with at least two ratings of AAA or Aaa one of which must be S&P, Moody's or Fitch;

~~6)~~9) Corporate and Other Debt Obligations that are U.S. dollar denominated, issued or guaranteed by a domestic or foreign corporation, financial institution, non-profit institution, or other entity with at least two ratings of A-/A3/A- (or their equivalent) or higher by S&P, Moody's or Fitch;

10) Commercial Paper ~~that has received the highest letter and numerical rating by at least two nationally recognized statistical rating organization as designated by the United States Securities and Exchange Commission, provided that such commercial paper may not exceed 10% of the total investments made by the Investment Officer~~that are U.S. dollar denominated, issued or guaranteed by a domestic or foreign corporation, company, financial institution, trust or other entity including both unsecured and asset-backed programs with at least two ratings of A-1/P-1/F-1 or higher by S&P, Moody's or Fitch;

~~7)~~11) Negotiable Bank Deposit Obligations including negotiable bank certificates of deposit, deposit notes or other deposit obligations issued by a nationally or state-chartered bank, credit union, or savings association, or by a federally or state-licensed branch of a foreign bank or financial institution. With at least two ratings of A-1/P1/F-1 or higher by S&P, Moody's, or Fitch for maturities of one year or less, or at least two ratings of AA/Aa/AA or higher by S&P, Moody's, or Fitch for maturities greater than one year and not exceeding five years;

~~8)~~12) Any Money Market Mutual Fund that contain only securities of the organizations listed in items 1, 2, and 3 above; are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, 15 U.S.C. § 80a-1 et seq., as amended; are operated in accordance with rule 2A-7 of the Investment Company Act of 1940, 17 C.F.R. § 270.2A-7, as amended; and that has received the highest possible rating from at least one nationally recognized statistical rating organization as designated by the United States Securities and Exchange Commission;

13) Any investment portfolio created under the Maryland Local Government Investment Pool that is administered by the Office of the State Treasurer.

~~9)~~14) Non-Tradeable Certificates of Deposit and Yankee Certificates of Deposit denominated in U.S. dollars and issued or endorsed by either (i) a bank or savings and loan association organized and supervised under Federal or any State laws and regulated by the Federal Reserve or a trust company which is a member of the Federal Reserve System or (ii) a bank organized and supervised under the laws of a foreign country that is rated AA/Aa/AA or higher by at least two NRSROs. Collateralization as required by State Finance and Procurement Article § 6-209.

~~10)~~15) In addition to the investment instruments listed above, the Investment Officer may also deposit unexpended or surplus funds in any federally insured bank or savings and loan institution that is authorized under Section VIII of this Policy, to be invested in one or more certificates of deposit. Each certificate of deposit shall not exceed the applicable Federal Deposit Insurance Corporation maximum insurance coverage limit.

XI. DIVERSIFICATION

The City will diversify its portfolio by investment type and issuer. The portfolio shall be diversified to ensure reduction of overall portfolio risk. The portfolio will be limited to the following:

1) U.S. Obligations backed by full faith and credit - 100%
2) Federal Agency Obligations - 100% total, no more than ~~35~~33% per Federal Agency issuer
3) Supranationals – ~~35~~40% total, no more than 20% for any single issuer
4) Repurchase Agreements - ~~35%~~75% total
5) Bankers' Acceptance - ~~35%~~20% total, no more than 25% for any single issuer
6) Municipals ~~(highest rating by one NRSRO)~~ – ~~35%~~25% total, no more than 10% for any single issuer. ~~Applies to Bond Proceeds only.~~
7) Mortgage-Baked Securities – 25% total.
8) Asset-Baked Securities – 25% total, no more than 10% for any single issuer.
9) Corporate and Other Debt Obligations – 25% total, no more than 10% for any single issuer.
10) Commercial Paper ~~(highest rating by at least two NRSROs)~~ - ~~10~~35% total, no more than 10% for any single issuer.
~~7)~~11) Negotiable Bank Deposit Obligations – 35% total, no more than 10% for any single issuer.
~~8)~~12) Money Market Mutual Fund (highest rating by at least one NRSRO) - ~~100~~50%
13) Maryland LGIP - 100%
~~9)~~14) Non-tradeable Certificates of Deposit and Yankee Certificates of Deposit – 35% total

XII. MAXIMUM MATURITIES

The maximum allowable maturity horizon for any purchased security shall be five years from the date of purchase, with the exception of Mortgage-Backed Securities and Asset-Backed Securities. Mortgage-Backed Securities and Asset-Backed Securities will have an average life not to exceed two years from the date of settlement (unless such securities are subject to periodic reset of coupon or interest rate, in which case the average life may not exceed three years from the date of settlement, with a final maturity date not to exceed five years from the date of settlement. To the extent possible, the City will attempt to match investment maturities with anticipated cash flow requirements. The Mayor and Council may approve longer maturities for the investment of bond reserve, bond escrow, and other funds if the maturities of such investments are expected to coincide with the expected use of the funds.

XIII. ETHICS AND CONFLICTS OF INTEREST

The Mayor and Council, Investment Officer, and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make

impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business with this jurisdiction and they shall further disclose any large personal financial investment positions that could be related to the performance of the City's portfolio.

XIV. INTERNAL CONTROLS

The Chief Financial Officer shall be responsible for establishing a system of internal controls designed to prevent losses of public funds due to fraud, employee error, misrepresentation by third parties, conflict of interests, or imprudent actions by City employees. Accordingly, the Chief Financial Officer shall establish written procedures for the operation of the City's investment program that are consistent with the provisions of this Investment Policy.

Internal controls deemed most important shall include: avoidance of collusion; separation of duties and administrative controls; separating transaction authority from accounting and record keeping; custodial safekeeping; clear delegation of authority; management approval and review of investment transactions; specific limitations regarding securities losses and remedial action; written confirmation of telephone transactions; documentation of investment transactions and strategies; and monitoring of results.

Review of these controls shall be conducted as part of the annual City audit handled by an independent firm of auditors.

XV. COLLATERALIZATION

1) Collateral is required on three types of investments: Certificates of deposits, time deposits, and repurchase agreements. In order to mitigate market changes and provide additional level of security, the collateralization level will be at least 102% of market value of principal and accrued interest.
2) Collateral will always be held by a third party with whom the City has a current custodial agreement.
3) Acceptable collateral is that which is specified under State Finance and Procurement Article § 6-202 of the Annotated Code of Maryland.

XVI. SAFEKEEPING AND CUSTODY

All security transactions, including collateral for repurchase agreement, entered into by the City shall be conducted on a delivery versus payment basis. Securities will be held by a third party custodian approved by the Mayor and Council. All securities held by the custodian shall be in the City of Rockville's name and shall be evidenced by safekeeping receipts. All repurchase agreements will be governed by a Master Repurchase agreement. Broker/dealers shall send a monthly activity statement to the City showing all transactions entered into the period. No City securities or cash will be held by any broker/dealer.

XVII. COMPETITIVE PROCUREMENT

All financial institutions earning fees for assisting the City in choosing or executing investment transactions shall be selected on the basis of a competitive procurement process consistent with the Procurement Section of the City Code.

XVIII. PERFORMANCE STANDARDS

For short-term and overnight funds invested, the general benchmark to be used by the Investment Officer to determine whether market yields are being achieved shall be the three-month Treasury bill rate. For longer-term, core portfolio, the benchmark to be used by the Investment Officer to compare total return shall be the ICE Bank of America Merrill Lynch 1-5 Year U.S. Treasury Index.

XIX. REPORTING REQUIREMENTS

Cash and Investment reports should be posted quarterly to the City's website for information purposes. This report should include information such as type of investments held, the issuers, maturity dates, par values, and market values of each component of the portfolio. The report should contain certification that all investment transactions have been made in accordance with the Investment Policy and that the City has sufficient liquidity to meet its expenditure obligations for the next six months. The Investment Officer shall maintain a complete record of all investment transactions.

XX. ADOPTION OF INVESTMENT POLICY

The Chief Financial Officer shall submit the investment policy to the Mayor and Council at least every five years for their review and adoption. This will allow the Investment Policy to be updated with legislative changes as well as to reflect best practices in municipal finance.

XXI. GLOSSARY OF TERMS

Attached hereto is a glossary defining some technical cash and investment terms to better facilitate an understanding of the Investment Policy.

Glossary of Cash and Investment Management Terms

ACCRUED INTEREST
Interest accumulated on a security since the issue date or the last coupon payment.

ANNUAL COMPREHENSIVE FINANCIAL REPORT ("ACFR")
The official audited annual financial report for the City of Rockville.

ASKED
The price at which securities are offered.

BANKERS'S ACCEPTANCE ("BA")
A draft, bill, or exchange accepted by a bank or a trust company. Both the issuer and the accepting institution guarantee payment of the bill.

BASIS POINT
A unit of measurement used in the valuation of fixed-income securities. One basis point is one hundredth of one percent of yield.

BID
The price offered by a buyer of securities (when you are selling securities, you ask for a bid). See *"Offer"*.

BOOK VALUE
The value at which a security is carried in the financial records of an investor. The Book Value may differ significantly from the security's current value in the market. Book value is acquisition cost less amortization of premium or accretion of discount.

BROKER
A broker brings buyers and sellers together so that he can earn a commission.

CERTIFICATE OF DEPOSIT ("CD")
A time deposit with a specific maturity, as evidenced by a certificate. Large-denomination CDs are typically negotiable.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICE ("CDARS")
A service that offers a deposit instrument that breaks up large deposits and places them across a network of banks and savings institutions around the United States. CDARS allows the City to deposit funds in a single bank, that then invests the funds in several certificates of deposit below the FDIC insurance limits. CDARS deposits are competitively bid among authorized providers.

COLLATERALIZATION
Process by which a borrower pledges securities, property, or other deposits for securing the

repayment of a loan and/or security. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER
An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

COUPON
(a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond, that evidences interest due on a payment date.

CURRENT MATURITY
Amount of time left to maturity of an obligation. (For example, a one-year bill issued nine months ago has a current maturity of three months.)

DEALER
A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT (DVP)
A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or the purchaser's custodian.

DERIVATIVES
(1) Financial instruments that are linked to, or derived from, the movement of one or more underlying indexes or securities, and may include a leveraging factor; or (2) financial contracts based upon a notional amount whose value is derived from an underlying index or security (e.g., interest rates, foreign exchange rates, equities, or commodities).

DISCOUNT
The difference between the acquisition cost of a security and its value at maturity, when quoted at lower than face value. A security that sells below original offering price shortly after sale is also considered to be at a discount.

DISCOUNT SECURITIES
Non-interest bearing money market instruments that are issued a discount and that are redeemed at maturity for full face value (e.g., U.S. Treasury Bills).

DIVERSIFICATION
A process of investing assets among a range of security types by sector, maturity, and rating to eliminate portfolio risk.

FACE VALUE
The principal amount owed on a debt instrument. It is the amount on which interest is computed and represents the amount that the issuer promises to pay at maturity.

FEDERAL AGENCIES
Certain obligations of agencies or instrumentalities of the U.S. Government; may be backed only by the issuing agency or instrumentality and may not be backed by the full faith and credit of the U.S. Government. For example, securities issued by the Federal Home Loan Banks and the Freddie Mac are supported by the credit of the issuer, and not by the United States Government; and securities issued by the Federal Farm Credit System and Fannie Mae are supported by the agency's limited right to borrow money from the U.S. Treasury under certain circumstances.

FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC")
A federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL FUNDS RATE
The Fed Funds Rate is the overnight bank lending rate. This is one of the most influential interest rates in the U.S. economy, since it affects monetary and financial conditions.

FEDERAL RESERVE SYSTEM
The Federal Reserve, or simply known as "the Fed," is the central banking system of the United States that was created by Congress in 1913. The Fed manages the nation's money supply through monetary policy. The Fed is composed of presidentially appointed Board of Governors, the Federal Open Market Committee (FOMC), twelve regional Federal Reserve Banks located in major cities throughout the nation, numerous privately owned U.S. member banks, and various advisory councils.

LIQUIDITY
A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP)
An investment by local governments in which their money is pooled as a method for managing local funds.

MARKET VALUE
The current market price of a security.

MARK-TO-MARKET
The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

MASTER REPURCHASE AGREEMENT
A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer (lender) to liquidate the underlying securities in the event of default by the seller (borrower).

MATURITY
The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET
The market in which short-term debt instruments (e.g., bills, commercial paper, banker's acceptances) are issued and traded.

OFFER
The price asked by a seller of securities (when you are buying securities, you ask for an offer). See *"Asked"* and *"Bid"*.

PAR VALUE
The face value or principal value of a bond.

PORTFOLIO
A collection of securities held by an investor.

PRIMARY DEALER
A pre-approved bank, broker/dealer, or other financial institution that buys U.S. Treasury securities (T-bills, T-notes, and T-bonds) directly from the Federal government, with the intention of reselling them to others, thus acting as a market maker of government securities. These dealers must meet certain liquidity and quality requirements. In 2016, there were 23 registered primary dealers.

PRINCIPAL
The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PRUDENT PERSON RULE
The standard of performance to be respected by the Investment Officer or designee with respect to investment of funds. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

QUALIFIED PUBLIC DEPOSITORIES
A financial institution that: (1) does not claim exemption from the payment of any sales, compensating use, or ad valorem taxes under the laws of this state; (2) has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability; and (3) has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN
The yield obtainable on a security based on its purchase price or its current market price.

RATING
The designation used by investor services to rate the quality of a security's creditworthiness.

REPURCHASE AGREEMENT ("RP" OR "REPO")
An agreement of one party to purchase securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

SAFEKEEPING
A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in bank vaults for protection.

SECURITIES AND EXCHANGE COMMISSION (SEC)
Agency of the U.S. federal government that is primary responsibility for enforcing the federal securities laws; proposing securities rules; and regulating the securities industry, the nation's stock and options exchanges, and other activities and organizations, including the electronic securities markets.

STRUCTURED NOTES
Notes that have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) in their debt structure. The market performance of structured notes is affected by fluctuating interest rates; the volatility of imbedded options; and shifts in the yield curve.

SUPRANATIONAL ISSUER
An international development institution that provides financing, advisory services, or other financial services to the institution's member countries to achieve the overall goal of improving living standards through sustainable economic growth. These institutions include the World Bank, the International Finance Corporation, the Inter-American Development Bank, the African Development Bank, and the Asian Development Bank.

TIER 1 CAPITAL
A measure of the capital adequacy of a bank and refers to core capital that includes equity capital: shares, unavailable balance sheet reserves, and shareholders retained earnings, accrued over the life of the bank. This measure is considered a measure of the financial strength of a bank because

it is composed of core capital which represents the amount of capital that allows a bank to absorb losses without affecting interests of depositors.

TREASURY BILLS
A non-interest bearing discount security that is issued by the U.S. Treasury to finance the national debt. Most T-bills are issued to mature in three months, six months, or one year.

TREASURY BONDS
Long-term, coupon-bearing U.S. Treasury securities that are issued as direct obligations of the U.S. Government, with initial maturities of more than 10 years.

TREASURY NOTES
Medium-term, coupon-bearing U.S. Treasury securities that are issued as direct obligations of the U.S. Government, with initial maturities of two to 10 years.

UNDERWRITER
A dealer who purchases a new issue of municipal securities for resale.

WEIGHTED AVERAGE MATURITY (WAM)
The average maturity of all the securities that comprise a portfolio.

YIELD
The current rate of return on an investment security generally expressed as a percentage of the security's current price.

YIELD CURVE
A graphic representation that shows the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity.

City of Rockville, Maryland

Investment Policy Review

May 2026

Katia Frock
Institutional Sales & Relationship Manager

Investment Policy Review Framework

PFMAM's Investment Policy Review Framework consists of three components:



For illustrative purposes only.

Maryland Statutes & Code of Maryland Regulations

Existing Investment Policy should elaborate on these sections and include recent additions/updates to legislation, as per State Finance & Procurement Article Section 6-222, Local Government Article 17-204, Code of Maryland Regulations Section 25.03.03 and Code of Maryland Regulations Section 25.03.04

- Scope
- Prudence and Ethical Standards
- Investment Objectives
- Delegation of Authority
- Authorized Investment Institutions and Dealers
- Permitted Investments
- Credit Ratings
- Collateralization
- Safekeeping and Custody
- Maturity and Liquidity Requirements
- Risk and Diversification
- Internal Controls
- Performance Measurement
- Reporting
- Investment Policy Adoption

For illustrative purposes only.

APT US & C* Investment Policy Requirements

Based on PFMAM's review, Rockville's Investment Policy should update existing sections to be in line with the APT US & C* Investment Policy Requirements

- Policy/Purpose
- Scope
- Prudence
- Objective (Safety, Liquidity, Yield)
- Delegation of Authority
- Ethics and Conflict of Interest
- Authorized Financial Dealers and Institutions
- Authorized & Suitable Investments
- Investment Pools/Mutual Fund
- Collateralization
- Safekeeping and Custody
- Diversification
- Maximum Maturities
- Internal Control
- Performance Standards
- Reporting
- Investment Policy Adoption
- Glossary

**Association of Public Treasurers of the United States and Canada (APT US & C)*
For illustrative purposes only.

GFOA Investment Policy Best Practices

Existing Investment Policy should update language in the existing section to meet the GFOA Investment Policy Best Practices recommendations

- Scope and investment objectives
- Roles, responsibilities, and standards of care
- Suitable and authorized investments
- Risk Management
- Investment diversification
- Safekeeping, custody, and internal controls
- Authorized financial institutions, depositories, and broker/dealers
- Risk and performance standards
- Reporting and disclosure standards
- Implementing the Policy



For illustrative purposes only.

Sector Allocation Comparison Sample

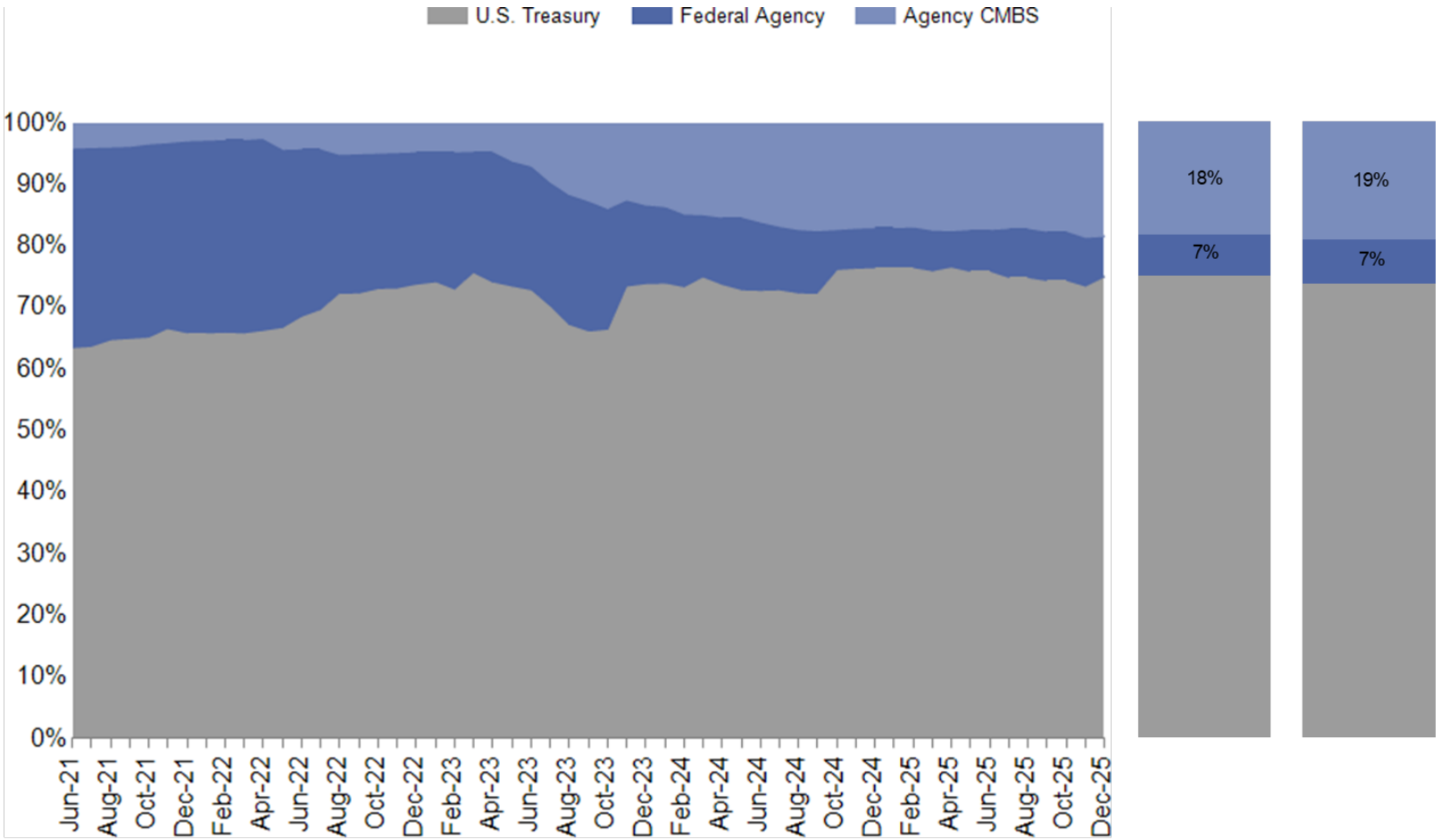
Sector	Rockville (2024)	Rockville (draft)	State (2025)	Mont. County (2014)	Prince George's (2023)	Howard County (2025)
U.S. Treasuries	100%	100%	100%	100%	100%	100%
Federal Agencies	100%	100%	100%	75%	90%	100%
Supranationals	35%	40%	40%	0%	70%	40%
Corporate Bonds	0%	25%	25%	0%	0%	0%
Municipals	35%	25%	25%	0%	100%	25%
Foreign Sovereign Debt	0%	0%	20%	0%	0%	0%
Agency Mortgage-Backed Securities	0%	25%	25%	0%	0%	0%
Asset-Backed Securities	0%	25%	25%	0%	0%	0%
Negotiable Certificates of Deposit	0%	35%	35%	0%	0%	0%
Non-Tradeable CD's	0%	35%	35%	25%	80%	35%
Commercial Paper	10%	35%	35%	10%	10%	35%
Bankers' Acceptances	35%	20%	20%	25%	0%	20%
Repurchase Agreements	35%	75%	75%	50%	80%	75%
Money Market Funds	100%	50%	50%	50%	100%	50%
MLGIP	100%	100%	100%	50%	100%	100%

Representative peer sample of investment policy permitted investments and sector maximums. Each investment policy contains detailed requirements including, but not limited to, additional permitted investments, issuer maximums, maturity specifications and minimum ratings levels.

Summary of Recommendations for Consideration

- Increase policy limits for Permitted Investments pursuant to updated language in the Code of Maryland Regulations.
  - Maryland Statutes were updated in the Fall of 2024
  - Maryland Code of Regulations revised April 2025
  - State Treasurer's Investment Policy dated May 20, 2025

Historical Sector Allocation



Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM.

For the period of June 2021 through March 2026

Disclaimer

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NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: CONSENT
Department: PW - TRAFFIC & TRANSPORTATION
Responsible Staff: ANDREW LUETKEMEIER

Subject

Award and Authorize the City Manager to Execute a Contract Responsive to Invitation for Bids IFB # 29-26, LED Streetlight Conversion-Phase 3, to Lighting Maintenance, Inc. of Harmans, Maryland, in an Amount Not-to-Exceed $1,061,875.00, with final work completion to occur by October 15, 2026.

Department

PW - Traffic & Transportation

Recommendation

Staff recommends that the Mayor and Council award and authorize the City Manager to execute a contract responsive to Invitation for Bids IFB #29-26, LED Streetlight Conversion-Phase 3, to Lighting Maintenance, Inc. of Harmans, Maryland, in an amount not-to-exceed $1,061,875.00, with final work completion to occur by October 15, 2026.

Discussion

Phase 3 of the LED Streetlight Conversion CIP (TA22) seeks to convert 734 City-owned and maintained high pressure sodium (HPS) streetlights to more energy efficient light emitting diode (LED) luminaires. The conversion to LED streetlights supports the City's Vision Zero policy by improving the lighting on City streets and will reduce maintenance and electricity costs over time. The project also supports the City's Climate Action Plan by fulfilling action M-02.

The lights programmed in this phase 3 project are decorative lights in Town Center, Fallsgrove, areas around the Twinbrook Metro, and Church Street, Bullard Circle, Henson Oaks Lane, and Thomas Street.

Phase 1 of this project was completed in October 2024 and converted approximately 1,900 lights of the City's colonial, contemporary and cobra head luminaire types in many areas around the city. Phase 2 of the project was completed in September 2025 and converted approximately 650 lights of the decorative post top style in King Farm and Rose Hill, and rectilinear style on Tower Oaks Blvd.

Mayor and Council History

This is the first time this item has been brought before Mayor and Council.

Procurement

Staff prepared and publicly issued IFB #29-26 on April 13, 2026, in accordance with Rockville City Code section 17-61. IFB #29-26 was posted on the City's website and electronically provided to 129 prospective bidders via the State of Maryland eMaryland Marketplace Advantage (eMMA) system. Of the 129 prospective bidders using the system's capabilities, 16 were Disadvantaged Business Enterprises (DBE) and 15 were Minority Business Enterprises (MBE).

Sealed bids were received and opened on May 20, 2026. Two (2) bids were received:

Contractor	MFD-V Status	Location	Total Bid Amount
River City Construction LLC	Non-MFD-V	Washington, NC	$1,566,840.90
Lighting Maintenance, Inc.	Non-MFD-V	Harmans, MD	$1,061,875.00

Lighting Maintenance was determined to be the lowest responsive and responsible bidder, having met all the requirements of the IFB.

References were contacted, and all received were favorable of their experiences with Lighting Maintenance, Inc. In addition, Lighting Maintenance contracts were issued for the first two phases of the CIP and delivered both projects very efficiently.

Lightning Maintenance Inc. is a non-Minority, Female, Disabled or Veteran (non-MFD-V) business.

The contract is provided as Attachment 1.

To view all contract documents, please click the links below:

1. IFB 29-26 Solicitation
2. Lightning Maintenance Proposal
3. Addendum 1
4. Addendum 2
5. Addendum 3

Fiscal Impact

There is sufficient funding available in the LED Streetlight Conversion (TA22) CIP project (Attachment 2). For Phase 3 of the project, the City was awarded a grant from the Maryland Energy Administration for $130,600. In addition, staff expects to be eligible for qualifying amounts of Pepco EmPowerMD rebates.

Next Steps

Upon Mayor and Council award, the Procurement Department will obtain insurance certificates, payment and performance bonds, contract signatures, and will issue a contract to Lighting Maintenance, Inc.

Attachments

Attachment 1 - Final Draft Contract IFB 29-26_LED_Lighting Maint_05.21.26_final, Attachment 2 - FY26 - TA22 Budget Sheet

ROCKVILLE, MARYLAND
CONSTRUCTION CONTRACT

LED STREETLIGHT CONVERSION PROJECT – PHASE 3

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**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the "**Mayor and Council**" or "**City**"), and **LIGHTING MAINTENANCE INCORPORATED**, a Maryland corporation (the "**Contractor**"). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the "**Party**," or collectively as the "**Parties**."

R E C I T A L S

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 corporation duly organized and in good standing 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 April 13, 2026, the Department of Procurement issued IFB #29-26 for the furnishing all labor, materials, equipment, and supervision necessary for the conversion of streetlight luminaires to LED, the safe recycling disposal of removed HPS luminaires, and any other associated equipment and resources to complete the work, as described in more detail in IFB #29-26; and

D. **WHEREAS,** in accordance with the Procurement Ordinance, on May 20, 2026, the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #29-26, including the bid submitted by Contractor, and, in accordance with the Procurement Ordinance, the Department of Procurement determined Contractor to be the lowest responsive and responsible bidder; and

E. **WHEREAS,** on _____, 2026, 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.

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:

FINAL DRAFT

ARTICLE I
INCORPORATION OF RECITALS; DEFINITIONS

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 the 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 IFB #29-26. 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 Administrator. 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 #29-26 – Addenda #1, #2, and #3
4. General Terms, Conditions, and Instructions to Bidders in IFB #29-26
5. IFB #29-26 – Technical Specifications/Scope of Work
6. IFB #29-26 – Special Provisions

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7. IFB #29-26 – Drawings

8. IFB #29-26 – Appendices, Announcement, Description and General Information

9. Contractor Bid

10. City of Rockville Purchase Order

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 Lighting Maintenance Incorporated, a corporation in good standing organized under the laws of Maryland.

"*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 Contract or an associated Work Request 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 #29-26*" means the Invitation for Bids #29-26 issued by the Department of Procurement on April 13, 2026.

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"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 cumulative Work referenced in IFB #29-26 at the rates represented on the Contractor's Bid.

"*Project Administrator"* means the Project Administrator identified in Section 2.02 of this Construction Contract, or such other City staff person as may be designated by the Director of the City's Department of Public Works to supervise 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 where the Work is to be performed, including all adjacent areas for staging, storage, parking and temporary offices, as applicable.

"*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 #29-26.

"*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.

"Work Request" means a written notice provided by the Project Manager to the Contractor of work to be completed in accordance with Construction Contract terms.

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

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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 sixty (60) days after Final Completion.

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

Andrew Luetkemeier, P.E.,
Transportation Engineering Supervisor
City of Rockville Department of Public Works
111 Maryland Avenue
Rockville MD 20850
Telephone: 240-314-8524
Email: aluetkemeier@rockvillemd.gov

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

Section 2.03. [Intentionally Blank].

Section 2.04. Performance of Work. The Contractor shall complete all Work required for Final Completion of the Project by October 15, 2026, 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) Work Schedule. Contractor shall begin performance of the work within 10 Working Days of the City's issuance of a Notice to Proceed, in accordance with the Contract Documents.

(i) Any work performed outside the scope of a work request is at the Contractor's risk and faces the probability of delayed or denied payment.

(ii) Any agreements or stipulations in a request for services or response that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

(c) Work Progress.

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(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 Administrator 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 Administrator 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 Administrator 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.

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(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 Administrator 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 #29-26.

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Administrator 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 #29-26. 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 the 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.

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(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 is 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

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ARTICLE III
COMPENSATION AND PAYMENT

Section 3.01. Contract Sum.

(a) The Contractor shall be compensated for Final Completion in compliance with the Contract Documents an amount not-to-exceed **One Million Sixty-One Thousand Eight Hundred Seventy-Five and 00/100 dollars ($1,061,875.00)** in accordance with the unit costs in 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, the Mayor and Council may terminate this Construction Contract without further cost to the City by providing notice of such termination in writing to Contractor within thirty (30) days of the first day of that subsequent fiscal year.

Section 3.02. Payment Procedures.

(a) Applications for Payment.

(i) The Contractor shall submit to the Project Administrator 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, where retainage is required by the Project Manager.

(ii) The Project Administrator 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 as follows:

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Dan Stevens
Chief of Construction Management
City of Rockville Department of Public Works
111 Maryland Avenue
Rockville, MD 20850
Telephone: 240-314-8552
Email: dstevens@rockvillemd.gov

No retainage will be withheld from monthly payments unless deemed necessary by the Project Manager.

(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 (7) 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 #29-26, or as otherwise provided in IFB #29-26.

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 subcontractor's 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 all Work under this Construction Contract, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders in IFB #29-26.

(ii) No retainage will be withheld from payment unless deemed necessary by the Project Manager.

(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

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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 Administrator:

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 Administrator.

(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 Administrator 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 and subject to the conditions for release of retainage in Paragraph 76 of the General Conditions and Instructions to Bidders in IFB #29-26, 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

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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 all licenses, permits and approvals needed to perform the Work. 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.

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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 Administrator 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 Administrator 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 Administrator.

(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.

Section 4.09. Compliance with Grant Conditions. Funding for this Construction Contract is provided in part by a grant from the Maryland Energy Administration. The Mayor and Council's obligations under the Construction Contract are subject to the timely disbursement of such grant funds, as described in Section 8.02(f). In addition, Contractor agrees to the following provisions necessary to ensure the City's compliance with the conditions of the grant.

(a) In providing insurance as required by Section 6.02, Contractor's insurance policy must name the Maryland Energy Administration as an additional insured.

(b) Contractor warrants that at least 80 percent of workers on the Project reside in the State of Maryland or within 50 miles of Maryland's borders.

(c) Contractor shall use or supply American manufactured goods as required by § 14-416 of the State Finance and Procurement Article of the Maryland Annotated Code.

(d) Contractor shall use or supply only American steel products as required by § 17-303 of the State Finance and Procurement Article of the Maryland Annotated Code.

End of Article IV

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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 Administrator 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 the 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 Administrator such reports concerning the Work as the Project Administrator 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 Administrator 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.

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(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

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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 #29-26, 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 6.01(a), and such certificates and endorsements shall be provided to the Risk Manager.

Section 6.02. Indemnification.

(a) 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:

(b) 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;

(c) 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

(d) 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.

(e) 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 the City hereunder therefore, and failure of the City to monitor compliance with these provisions shall not be a waiver hereof. This

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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 three (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

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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 corporation 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,

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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

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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.

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(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

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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 Section 8.02(e), 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 the 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

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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.

(h) Provisions Effective After Termination. 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

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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)(i) 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

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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: 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: Director

To the Contractor:

Lightning Maintenance Inc.
7462 Railroad Avenue
Harmans, MD 21077
Attn: Richard Yoder

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:

Andrew Luetkemeier, P.E.,
Transportation Engineering Supervisor
City of Rockville Department of Public Works
111 Maryland Avenue
Rockville MD 20850

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Telephone: 240-314-8524
Email: aluetkemeier@rockvillemd.gov

[Contractor's emergency contact
(name, e-mail, and phone number required)

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.

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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

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(Signature page to follow)

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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

LIGHTING MAINTENANCE INCORPORATED,
a Maryland corporation

By: _____
[Contractor signatory name and title]

FINAL DRAFT

EXHIBIT A

BID PRICING FORM

FINAL DRAFT

INVITATION FOR BIDS #29-26
LED STREETLIGHT CONVERSION PROJECT-PHASE 3

SECTION V: BID PRICING FORM

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.

ITEM NO.	FIXTURE TYPE	EXISTING WATTAGE	EST QTY	PROPOSED MANUFACTURER	PROPOSED MODEL #	PROPOSED WATTAGE	COST PER LIGHT (INSTALLED)	TOTAL COST
1	DECORATIVE POST TOP	70	306	Acuity	PUCL3 P05 30K MVOLT FC3 RAL6009SDCR BL PR7 AO PCLL NL2X2	30w	$1,435.26	$439,189.56
2	DECORATIVE POST TOP	100	372	Acuity	PUCL3 P10 30K MVOLT FC3 RAL6009SDCR BL PR7 AO PCLL NL2X2	39w	$1,451.96	$540,129.12
3	DECORATIVE POST TOP	150	56	Acuity	PUCL3 P30 30K MVOLT FC3 RAL6009SDCR BL PR7 AO PCLL NL2X2	58.5w	$1,474.22	$82,556.32
					GRAND TOTAL $	$1,061,875.00		

GRAND TOTAL IN WORDS

One Million, Sixty-One Thousand, Eight Hundred Seventy-Five 00/100

($ $1,061,875.00)

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 10 working days from the date of issuance of a purchase order. All work including landscaping shall be completed by October 15, 2026.

Confirm your ability to meet the above schedule. ___X___ YES _____ NO

This bid and its Firm Fixed Prices shall remain valid through October 15, 2026 for acceptance by the City.

The City of Rockville 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.
I hereby certify that I have read and understand the requirements of this Invitation for Bid No. 29-26 and, that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Invitation For Bid.

FINAL DRAFT

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

FINAL DRAFT

LED Streetlight Conversion (TA22)



Description: This project provides for the replacement of all city-owned and maintained high pressure sodium (HPS) streetlights (approximately 3,200) with more energy efficient, light-emitting diode (LED) luminaires in three phases. Phase 1 includes approximately 2,000 standard light types, and Phases 2 and 3 each include approximately 600 decorative light types. Conversion of city streetlights to LED is action M-02 of the Climate Action Plan.

Changes from Previous Year: Grant funding was added through a budget amendment during FY 2025. The completion year changed to FY 2026 to allow for Maryland Energy Administration (MEA) grant agreement execution for Phase 3.

Current Project Appropriations

Prior Appropriations:	3,805,200
Less Expended as of 4/15/25:	1,116,935
Total Carryover:	2,688,265
New Funding:	-
Total FY 2026 Appropriations:	2,688,265

Guiding Principle: Stewardship of the Env. and Infrastructure

Mandate/Plan: Climate Action Plan; Vision Zero Action Plan

Anticipated Project Outcome: Safer streets and smarter, more energy efficient lighting.

Project Timeline and Total Cost by Type: The city received several MEA grants, which reduced Capital Projects Fund paygo appropriations. Funding increased due to construction market conditions reflecting Phase 1 bid pricing, as well as funding the previously unfunded Phase 3. Due to grant agreement execution, project completion shifted to FY 2026.

	Estimated Start		Estimated Completion		Estimated Cost			
Type	**Original**	**Current**	**Original**	**Current**	**Original**	**Current**	**$ Change**	**% Change**
Planning / Design	-	-	-	-	-	-	-	-
Construction	FY 2023	FY 2023	FY 2025	FY 2026	1,000,000	3,805,200	2,805,200	281%
Other	-	-	-	-	-	-	-	-
				Project Total ($):	**1,000,000**	**3,805,200**	**2,805,200**	**281%**

Project Funding: This project is fully funded, and includes MEA grant funding as well as funding anticipated through the Pepco EmpowerMD rebate program.

Source	**Prior**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**Future**	**Total**
Paygo (Cap)	2,725,375	-	-	-	-	-	-	2,725,375
Grants (Cap)	1,079,825	-	-	-	-	-	-	1,079,825
Total Funded ($)	**3,805,200**	**-**	**-**	**-**	**-**	**-**	**-**	**3,805,200**
Unfunded (Cap)	-	-	-	-	-	-	-	-
Total w/Unfunded ($)	**3,805,200**	**-**	**-**	**-**	**-**	**-**	**-**	**3,805,200**

Operating Cost Impact: Operating cost reduction in streetlight electricity.

Fund	**Prior**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**Future**	**Total**
General	-	(75,000)	(30,000)	-	-	-	-	(105,000)

Project Manager: Andrew Luetkemeier, Principal Transportation Engineer, 240-314-8524.

Notes: This project first appeared in the FY 2022 CIP. FY 2026 work includes the completion of Phase 3. The city anticipates receiving rebates through the Pepco EmPowerMD incentive program, and has secured funding from MEA grant opportunities.

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: CONSENT
Department: PW - CONSTRUCTION MANAGEMENT
Responsible Staff: DAN STEVENS

Subject

Award, and Authorize the City Manager to Execute, Contracts Responsive to IFB #16-26 for Construction, Repair, and Maintenance of Concrete and Brick Infrastructure.

Department

PW - Construction Management

Recommendation

Staff recommends that the Mayor and Council award, and authorize the City Manager to execute, contracts responsive to IFB #16-26 for Construction, Repair, and Maintenance of Concrete and Brick Infrastructure as follows: Group 1 - AJ Romano Construction Incorporated of Annapolis Junction, MD, and Olney Masonry Corporation of Beltsville, MD in an aggregate amount not to exceed $25,000,000 for general concrete maintenance services; Group 2 - AJ Romano Construction Incorporated of Annapolis Junction, MD, and Olney Masonry Corporation of Beltsville, MD for general brickwork maintenance services in an aggregate amount not to exceed $5,000,000. The initial award is through December 31, 2026, with up to four one-year renewals.

Discussion

The Department of Public Works desires to have contractors available on an as-needed basis to perform general construction, installation, removal and replacement of damaged concrete and brick infrastructure as needed at various locations throughout the city.

This IFB #16-26 is for general concrete and brick construction and maintenance and includes two components. Group 1 is for the large-scale repair, replacement, and installation of concrete infrastructure and Group 2 is for the repair and replacement of existing brickwork. The various line items listed in the contract are intended to cover the vast majority of the types of work intended to be accomplished, but do not reflect an obligation by the City for specific amounts of work to specified bidders. The purpose of awarding to multiple bidders is to ensure a sufficient labor pool to accomplish the work in an efficient and timely manner.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Procurement

Staff prepared and publicly advertised IFB #16-26 on October 7, 2025, in accordance with Rockville City Code section 17-61. IFB #16-26 was posted on the City's website and electronically provided to 180 prospective bidders via the State of Maryland new e-Maryland Marketplace Advantage (eMMA) system. Of the 180 prospective bidders, using the new system's reporting capabilities, 56 were Disadvantaged Business Enterprises (DBE), and 65 were Minority Business Enterprises (MBE).

Sealed bids were received and opened on February 25, 2026. The following bids were received f or Group 1 and Group 2:

Group 1:

Vendor	MFD-V Status	Location	Bid Amount
AJ Romano Inc.	Non-MFD-V	Annapolis Junction, MD	$1,967,490
Olney Masonry Corp.	MFD-V	Beltsville, MD	$1,979,500
Espina Paving Inc.	MFD-V	Woodbridge, VA	$2,653,600
Sagres Construction Corp.	Non-MFD-V	Alexandria, VA	$3,734,250

Group 2:

Vendor	MFD-V Status	Location	Bid Amount
AJ Romano Inc.	Non-MFD-V	Annapolis Junction, MD	$502,850
Olney Masonry Corp.	MFD-V	Beltsville, MD	$499,725
Espina Paving Inc.	MFD-V	Woodbridge, VA	$696,100
Sagres Construction Corp.	Non-MFD-V	Alexandria, VA	$998,980

The bid amounts shown are based on estimated quantities and are for bid evaluation purposes only, and do not reflect an obligation by the City for specific amounts of work to specified bidders.

Staff reviewed all references and the experience of the two (2) lowest bidders and found them to be satisfactory.

A.J. Romano Construction Inc. is a non-Minority, Female, Disabled or Veteran (non-MFD-V) business.

Olney Masonry Corporation is a Small, Minority, Disadvantaged business.

The draft agreements are included as Attachment 1, Attachment 2, Attachment 3, and Attachment 4.

To view all contact documents, please click the following links.

1. IFB #16-26 Solicitation
2. Appendix A
3. Appendix B
4. Appendix C
5. Appendix D
6. Bid – A.J. Romano Construction Inc.
7. Bid – Olney Masonry Corporation
8. Addendum 1

Fiscal Impact

To view all contact documents, please click the following links.
Funding for this award is provided through a variety of projects including:

- Concrete Repair & Replacement: FY26-FY30 (TC26) - Attachment 5.
- Sidewalks: FY26-FY30 (TE26) – Attachment 6.
- Pedestrian & Bicycle Safety: FY26-FY30 (TD26) – Attachment 7.
- And other CIP projects and operating funds as appropriate and needed.

Funding beyond FY 2027 is subject to Mayor and Council appropriations.

The initial contract term and all optional renewal terms each span two fiscal years, within the initial term terminating on January 1, 2027, and each subsequent term on the following January 1. The total fiscal impact over 5 years is $25,000,000 for Group 1 and $5,000,000 for Group 2.

Next Steps

Upon approval of the award by the Mayor and Council, the Procurement Department will issue contracts, secure bonds and insurance, and issue master agreements to AJ Romano Construction Incorporated of Annapolis Junction, MD, and Olney Masonry Corporation of Beltsville, MD.

Attachments

Attachment 1 A J Romano Group I, Attachment 2 A J Romano Group II, Attachment 3 Olney Group I, Attachment 4 Olney Group II, Attachment 5 - Concrete Repair & Replacement FY26-FY30, Attachment 6 - Sidewalks, Attachment 7 - Pedestrian and Bicycle Safety

ROCKVILLE, MARYLAND
CONSTRUCTION CONTRACT

CONSTRUCTION, REPAIR, AND MAINTENANCE OF CONCRETE INFRASTRUCTURE & MISCELLANEOUS APPURTENANCES

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**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the "**Mayor and Council**" or "**City**"), and **A. J. ROMANO CONSTRUCTION INC.**, a Maryland corporation (the "**Contractor**"). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the "**Party**," or collectively as the "**Parties**."

R E C I T A L S

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 corporation duly organized and in good standing in the state of Maryland, 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,** the Mayor and Council desires to procure, on behalf of the Department of Public Works, labor, materials, equipment, tools, and services for construction, repair, and maintenance of concrete infrastructure and miscellaneous appurtenances on a pre-scheduled basis and as needs arise as it serves the best interest of the City; and

D. **WHEREAS,** in accordance with the City of Rockville Procurement Ordinance, on January 26, 2026 , the Department of Procurement issued IFB #16-26 for construction, repair, and maintenance of concrete and brick infrastructure and associated improvements, which work was divided into two groups: Group I, focused on concrete infrastructure, and Group II, focused on brick sidewalks and roadways; and

E. **WHEREAS,** in accordance with the Procurement Ordinance, on February 25, 2026 , the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #16-26, including the bid submitted by Contractor, and on February 25, 2026 , in accordance with the Procurement Ordinance, the Department of Procurement determined Contractor to be among the two lowest responsive and responsible bidders; and

F. **WHEREAS**, on May 1, 2026, the Department of Procurement issued a notice to all responsive bidders that the General Conditions and Instructions to Bidders (Non-Construction-3/2/2022) in IFB #16-26 would be replaced by the City's General Conditions and Instructions to Bidders (Construction 3/2022); and

G. **WHEREAS**, by e-mail dated May 6, , 2026, Contractor accepted the substitution of the General Conditions and Instructions to Bidders (Construction 3/2022); and

H. **WHEREAS,** on _____, 2026, in accordance with Section 17-39(a) of the Procurement Ordinance, the Mayor and Council authorized the expenditure of a total amount not to exceed

$5,000,000.00 for work to be performed under IFB 16-26, Group I, such amount to be allocated between Contractor and a second contractor; and

I. **WHEREAS,** on _____, 2026, 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.

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

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 (Construction 3/2022). 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 Administrator. 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.

"*Chief of Construction Management*" means the person designated as the Chief of Construction Management by the Director of the City's Department of Public Works.

"*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.

"*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 #16-26 – Addendum #1
4. IFB #16-26 – Drawings
5. IFB #16-26 – Special Provisions
6. IFB #16-26 – Technical Specifications/Scope of Work
7. Task Order
8. General Conditions and Instructions to Bidders (Construction 3/2022)
9. IFB #16-26 – Appendices, Announcement, Description and General Information
10. Contractor Bid
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 A. J. Romano Construction Inc., a corporation in good standing organized under the laws of Maryland.

"*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 Contract or an associated Task Order 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 pursuant to a Task Order, 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 #16-26*" means the Invitation for Bids #16-26 issued by the Department of Procurement on January 26, 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 cumulative Work described in a Task Order at the rates represented on the Contractor's Bid.

"*Project Administrator"* means the Project Administrator identified in Section 2.02 of this Construction Contract, or such other City staff person as may be designated by the Director of the City's Department of Public Works to supervise a 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 identified in a Task Order where a Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

"*Substantial Completion*" means a 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 (Construction 3/2022).

"*Task Order*" means a written notice provided by the City to the Contractor of work to be completed in accordance with Construction Contract terms. The Task Order will describe the project, specify the date, time, and location of the preconstruction meeting, establish the construction schedule (start and end), include a set of construction drawings and provide the name of the approved material supplier, if applicable.

"*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 a Project under Group I of IFB #16-26, 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 January 1, 2027. The City reserves the right to extend this Construction Contract for a period of up to twelve (12) additional months and to renew the Contract for up to four (4) additional one (1) year periods, by notifying Contractor of such extension or renewal and confirmation of pricing in writing at least 60 days before the end of the term of this Contract and subject to Mayor and Council appropriation of adequate funds.

Section 2.02. Project Administrators. The following staff member of the Public Works Department is the City's designated "**Project Administrator**":

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

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

Section 2.03. Work. Contractor herein is among a call list of contractors to perform Work as needed at agreed prices. There is no guarantee of Work under this Contract. The City has elected not to designate a primary Contractor and reserves the right to schedule Work with any or all of selected Contractors at the sole discretion of the City as it serves the best interest of the City. Just as there is no guarantee of Work, Contractor is not required to accept a Task Order. Contractor may decline a Task Order without risk of being removed from the call list.

Section 2.04. Performance of Work. The Contractor agrees to perform all Work required for Final Completion of a Project, as specified in the Contract Documents and any associated Task Order. 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) Work Schedule. Contractor agrees to provide Work under the Contract on an as-needed basis. The City shall request performance of Work under this Contract by submitting to Contractor a Task Order, which may be transmitted by e-mail. Contractor must acknowledge receipt of the Task Order in writing within two (2) Working Days of the City's transmittal and must request any clarifications or modifications to the Work request within five (5) Working Days of the City's transmittal. Within ten (10)

Working Days of the City's transmittal of the Task Order, Contractor shall commence the Work as stipulated by the Task Order, unless the Project Manager agrees to accept a subsequent modification.

(i) Any work performed outside the scope of a work request is at the Contractor's risk and faces the probability of delayed or denied payment.

(ii) Any agreements or stipulations in a request for services or response that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

(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 Administrator 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 Administrator 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 Administrator 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 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 Administrator 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 (Construction 3/2022).

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Administrator 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 to meet the assigned start or completion date of a Task Order, the Mayor and Council may assess liquidated damages on a daily basis for each day of unexcused delay in achieving completion of the work in the task order, based on the amount of four hundred dollars ($400) per Day, not including Sundays, or as otherwise specified in IFB #16-26. 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 all Projects in compliance with the Contract Documents, and subject to Section 2.03, an amount not-to-exceed **Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00)** in accordance with the unit costs in 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, the Mayor and Council may terminate this Construction Contract without further cost to the City by providing notice of such termination in writing to Contractor within thirty (30) days of the first day of that subsequent fiscal year.

Section 3.02. Payment Procedures.

(a) Applications for Payment.

(i) The Contractor shall submit to the Project Administrator 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, where retainage is required by the Chief of Construction Management.

(ii) The Project Administrator 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 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

No retainage will be withheld from monthly payments unless deemed necessary by the Chief of Construction Management. Should the Contractor fail to keep up with clean-up and restoration work, if

deemed necessary by the Chief of Construction Management, 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 (7) 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 (Construction 3/2022), or as otherwise provided in IFB #16-26, excluding Section II: General Conditions and Instructions to Bidders (Non-Construction – 3/2022).

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 subcontractor's 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 each Projects pursuant to the terms of a Task Order, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022).

(ii) No retainage will be withheld from payment unless deemed necessary by the Chief of Construction Management.

(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 Administrator:

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 Administrator.

(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 Administrator 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 and subject to the conditions for release of retainage in Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022), 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 that are identified in a Task Order as the Contractor's responsibility. 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 Administrator 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 Administrator 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 Administrator.

(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 Administrator 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 Administrator such reports concerning the Work as the Project Administrator 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 Administrator 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 #16-26, 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 6.01(a), and such certificates and endorsements shall be provided to the Risk Manager.

Section 6.02. Indemnification.

(a) 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:

(b) 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;

(c) 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

(d) 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.

(e) 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 the City hereunder therefore, and failure of the 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 three (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 corporation 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 Section 8.02(e), 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.

(h) Provisions Effective After Termination. 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)(i) 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: 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: Craig Simoneau, Director

To the Contractor:

_____
_____
_____

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:

City of Rockville
Dan Stevens
Chief, Construction Management
Telephone: (240) 743-7003
Office: 240-314-8552
dstevens@rockvillemd.gov

_____

_____

_____

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

A. J. ROMANO CONSTRUCTION INC.,

a Maryland corporation

By: _____
Antonio J. Romano, President

EXHIBIT A

BID PRICING FORM

A. J. ROMANO CONSTRUCTION INC: D11167814

Department ID Number:	D11167814
Business Name:	A. J. ROMANO CONSTRUCTION INC
Principal Office:	11071 GUILFORD RD -A ANNAPOLIS JUNCTION MD 20701
Resident Agent:	ANTONIO J. ROMANO 11071 GUILFORD RD-A ANNAPOLIS JUNCTION MD 20701
Status:	INCORPORATED
Good Standing:	THIS BUSINESS IS IN GOOD STANDING
Business Type:	CORPORATION
Business Code:	03 ORDINARY BUSINESS - STOCK
Date of Formation/ Registration:	03/13/2006
State of Formation:	MD
Stock Status:	STOCK
Close Status:	NO

City of Rockville
Rockville, Maryland

INVITATION FOR BIDS #16-26

Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Bids Due by 2:00 PM (EST)
February 25, 2026

ISSUED BY:
Lawrence Hall
Procurement Department
City of Rockville, City Hall
111 Maryland Avenue, 1st Floor
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

A 5% Bid Bond is required for this Invitation for Bid

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at
240-314-8100, TDD 240-314-8137

MFD-V Outreach Program
It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) 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 economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to procurement@rockvillemd.gov or 240-314-8430.

Presented by:
A J Romano Construction, Inc.

Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of bids to the buyer listed in this IFB by **email only** to lhall@rockvillemd.gov.

I/WE HAVE DECLINED TO BID ON **IFB #16-26** titled **Construction, Repair, and Maintenance of Concrete and Brick Infrastructure** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to the Invitation for Bids.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____

_____

_____

Are you a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business? _____ Yes _____ No

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

_____ _____
Authorized Signatory Printed Name

_____ _____
Title Date

CITY OF ROCKVILLE
ROCKVILLE, MARYLAND

INVITATION FOR BIDS #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

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City of Rockville
IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

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)
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 reference form in attachment B?
X	Did you complete the warranty/maintenance information?
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: A J Romano Construction, Inc.

ADDRESS: 11071-A Guilford Rd. Annapolis Junctionm, MD 21044

SUBMITTED BY: _____ 2-25-2026
SIGN YOUR NAME DATE

Antonio J Romano
PRINT YOUR NAME

TELEPHONE# 301-362-3140 FAX # 301-362-0080

E-MAIL ADDRESS: tony@Ajrci.com and ara@ajrci.com FEDERAL ID#/OR SS# 20-4558289

For informational purposes only *– Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: _____ yes _____ no _____ I choose not to respond*

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
A.J. Romano Construction, Inc.
11071-A Guilford Road
Annapolis Junction, MD 20701

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions Premier Insurance Corporation
1200 Main Street, Suite 800
Kansas City, Missouri 64105

OWNER:
(Name, legal status and address)
The Mayor and Council of Rockville, Maryland
111 Maryland Avenue
Rockville, Maryland 20850
BOND AMOUNT: $ 5% of amount bid

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

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

PROJECT:
(Name, location or address, and Project number, if any)
IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

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.

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User Notes: (812930934)

25th
Signed and sealed this ^ day of February, 2026

A.J. Romano Construction, Inc.
(Contractor as Principal) *(Seal)*

Antonio J. Romano
President
(Title)

(Witness)

Swiss Re Corporate Solutions Premier Insurance Corporation
(Surety) *(Seal)*

(Witness)

(Title) Joshua B. Hauserman, Attorney-in-Fact

Init.
/

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User Notes:
(812930934)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

WILLIAM FRANCIK, GARY L. BERGER, JOSHUA B. HAUSERMAN, JONATHAN KIBLER, CRAIG BANCROFT, STEPHEN M. MUTSCHELLER, MARY GOSKA,

R. NELSON OSTER, EMILY BRENNAN, ROBERT F. WHITE, JAMIE LAWRENCE, SIMON SPATH and JENNIFER SCHIAZZA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 20 25.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 11th day of June, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of February, 20 26.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

INVITATION FOR BID #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

SECTION I: PROJECT OVERVIEW

1.1 SECURED BIDS will be received electronically via a City designated bid receipt software solution until February 3, 2026 at 2:00 PM EDT. The bidder assumes full responsibility for the timely delivery of a bid via the designated solution. Bids delivered in any other fashion will not be considered. Properly submitted bids will be opened in a virtual environment after the time set for receipt of bids and will be read aloud via a City telepresence software solution at the phone number and/or web address provided by the City and contained within this solicitation.

Submission of a bid electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this invitation for bids.

Bids presented after the bid receiving deadline will not be received for any reason. The official time clock for receiving bids will be that of the City's third party software solution provider's computer server system.

ATTENTION: BIDDERS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE BID. BIDDERS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE BID TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.

1.2 PROJECT DESCRIPTION

This project provides the City of Rockville, Department of Public Works with resources to have "on-call" contractors available to perform a wide variety of construction items (listed below). The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place. Other items of work often accomplished under this project include asphalt patching, repair or new installation of retaining walls, minor grading and drainage corrections, installation of storm drains and appurtenances, and small public works related construction projects too small to be efficiently bid as separate projects.

These specifications cover all work necessary to furnish each bid item as listed on the bid form. The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place.

1.3 PROPOSED SCHEDULE

A. IFB release date – January 26, 2026
B. Pre-Bid Conference – February 3, 2026 at 11:00 AM EST
C. Questions Due – February 10, 2026 at 5:00 PM EST
D. IFB closing date – February 25, 2026 at 2:00 PM EST
E. Bid Opening date – February 25, 2026 at 2:20 PM EST

1.4 PRE-BID/SITE VISIT MEETING

A virtual, telepresence pre-bid meeting will be held on February 3, 2026 AT 11:00 AM EST. Bidders must register below in order to attend the meeting. This meeting is not mandatory; however, bidders are strongly encouraged to attend. Individuals interested in viewing the vicinity of the work are encouraged to do so

independently, and in a socially distanced manner, prior to the pre-bid meeting. Bidders shall assume complete responsibility and liability for any and all visits.

Register for Virtual Pre-Bid Meeting Here: **Register**

1.5 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to Lawrence Hall via the City's Collaboration Portal **only** at https://contracts.rockvillemd.gov/gateway/Default.aspx no later than **5:00** PM EST on February 10, 2026. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

1.6 SUBMISSION

All bid forms and documents must be electronically filled out, signed and submitted **via one combined pdf document** using the City's Collaboration Portal **only** at:

https://contracts.rockvillemd.gov/gateway/Default.aspx

At a minimum the file name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

Instructions for uploading bid documents can be found within the Vendor Client User Manual and Quick Reference Guides in the Collaboration Portal under document library

A virtual, telepresence bid opening will be held a few minutes after the bid submittal due date and time. Individuals interested in attending the virtual bid opening must register below:

Register For Virtual Bid Opening Here: **Register**

1.7 ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all bidders, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of bids or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the City's Collaboration Portal listed below:

https://contracts.rockvillemd.gov/gateway/Default.aspx

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

1.8 ENVIRONMENTAL IMPACT

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

1.9 NOTICE TO BIDDERS

"Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

1.10 US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

1.11 QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

1.12 DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100 TDD 240-314-8137.

CITY OF ROCKVILLE, MARYLAND

SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

NON-CONSTRUCTION – 3/2022

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.

2. **SUBMISSION OF BID** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

   The bid proposal form must be filled out and submitted electronically. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an electronic or scanned signature, in the space provided, of an individual authorized to bind the bidder.

3. **BID ACCEPTANCE AND OPENINGS** It is the bidder's responsibility to assure delivery of the bid at the proper time via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.

4. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read via a City telepresence software solution. A tabulation of bids received are posted using the City's designated electronic, software solution

5. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

   In determining the responsibility of a bidder, the following criteria will be considered:

   a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;

   b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

   c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;

   d. The quality of performance on previous contracts or services;

   e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;

   f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

   g. The quality, availability and adaptability of the goods or services to the particular use required;

   h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

   i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;

   j. Such other information as may be secured by the City having a bearing on the decision to award the contract.

6. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to

addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted via the city's designated electronic, software solution

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

7. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

   Unless otherwise stated in this solicitation, bids shall be valid for a minimum of 90 days following the deadline for submitting offers. Bids may not be withdrawn during that period.

8. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

9. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

10. **BID WITHDRAWAL** Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.

11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.

12. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

13. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.

14. **PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts may be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

16. **SAMPLES** Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder's expense. Samples may also be tested or become property of the City and may not be returned.

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

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

18. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to

use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

19. **INTEREST IN MORE THAN ONE BID AND COLLUSION** **Multiple bids uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected.** Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

20. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.

21. **EXECUTION OF CONTRACT** The awarded bidder shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed. Exceptions or revisions to the City's agreement may deem the bidder non-responsive.

22. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses which include travel time and mileage.

23. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

    Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager),111 Maryland Avenue, Rockville, MD 20850 or via email to the project manager.

24. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is free as part of the Finance Department's efforts to improve customer services.

25. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

26. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

27. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.

28. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.

29. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

30. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site.

31. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or 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 if warranted.

    All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

32. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to the responsive second ranked Bidder, if default occurs within the initial contract period and the second ranked bidder agrees to hold its bid price, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.

33. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.

34. **ABANDONMENT, DISSOLUTION AND RESTRUCTING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.

35. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

    Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

    The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

    No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

36. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the purchasing agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

37. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager (e.g. other required documents, operating manuals, maintenance manuals/schedules, etc.) before final payment is made.

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

38. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

39. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

40. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

    This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

41. **ADDITIONAL ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

    The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

42. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

43. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

44. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

45. **PROPRIETARY INFORMATION**. The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal. It shall be the bidder/proposer's responsibility to duly note on their submittal if any information in their submitted bid/proposal contains proprietary information and the context under which same should be handled by reviewers. Bidders/proposers shall not mark sections of their bid/proposal as proprietary or confidential if they are to be part of the award of the contract/agreement and are a "material" nature (i.e. prices). Material information may be required to be released in accordance with Public Information Act laws.

46. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

47. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

48. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

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

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

50. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

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

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

52. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

53. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit, or refer for a fee for employment under the contract an individual knowing the individual is an unauthorized noncitizen and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("**the Act**"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruit or referral for a fee, of the individual for employment or the discharging of the individual for employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

54. **SUBLETTING OR ASSIGNMENT OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

55. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

56. **NO CONTACT DURING PROCUREMENT PROCESS**. It is the policy of the City of Rockville that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contracts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City's recommendation to the City Manager or the Mayor and Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the procurement contact listed in this solicitation.

c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive," and same shall not be considered for award.

INVITATION FOR BIDS #16-26
CONSTRUCTION, REPAIR, AND MAINTENANCE OF CONCRETE AND BRICK INFRASTRUCTURE

SECTION III: SPECIAL TERMS AND CONDITIONS

3.1 Point of Contact

To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Division, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted via the City's Collaboration Portal.

All responses to questions/clarifications will be sent to all prospective Bidders in the form of a written addendum. Material changes, if any, to the scope of work, or bid procedures will also be transmitted by written addendum.

3.2 Minimum Qualification Requirements

At a minimum, Bidders must provide written evidence (through references) of five (5) years prior experience with the scope of work as detailed in the specifications.

If the bidder intends to subcontract any or part of the work, then the bidder must identify and include references for each qualified subcontractor, together with a description of the proposed subcontract work. This evidence shall be submitted with the bid, or the City, at its discretion, may determine the bid to be unresponsive. The City reserves the right to require references for such subcontractors.

The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document.

3.3 Contract Term

The anticipated terms of this contract shall be The initial contract shall be from January 1, 2026, or the date of award, whichever is later, through December 31, 2026.

Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.

3.4 **Option to Renew Contract Period**

A. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.

B. The City expects all vendors to provide year over year cost reductions recommendations.

C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacturer experience a decrease in costs associated with the execution of the contract.

D. Price adjustments from the contractor/producer/processor/manufacturer for any/all items may be considered at renewal. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contactor prior to the effective date of the approved increased contract unit price. The City may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the unit price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.).

E. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to the City.

3.5 **Extension of Contract**

The City reserves the right to extend the contract for any reason for a period or periods up to but not to exceed 12 months, subject to appropriations. This extension clause may be exercised when the City determines that an extension of the contract is advantageous to the City. Any extension beyond 12 months will be subject to the City's option to renew clause as set forth in this contract. This provision in no way affects or alters the City's ability to renew the contract consistent with the renewal option clause. If it is then decided to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.

3.6 **Estimated Quantities**

No warranty is given or implied by the City as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

3.7 **Additional Items/Duties**

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

3.8 **No Exclusive Contract/Additional Services**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

3.9 **Exceptions**

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder's bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder's bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder's willingness to comply with all requirements of all parts of the Invitation for Bids.

3.10 **Complete Information Required on Bid Form**

All bids must be submitted on the attached Bid Form with all sections completed. To be considered a valid bid, the bid form pages and required forms must be returned, properly completed, as outlined in the General Conditions.

3.11 **Insurance Requirements**

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

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

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

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

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

3.11.1 **Policy Cancellation**

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City's Procurement Division. The Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

3.11.2 **Additional Insured**

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under the contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

3.11.3 **Subcontractors**

If applicable, all subcontractors shall meet the requirements of this section before commencing work. In addition, the Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Example:
Certificate Holder
The Mayor and Council of Rockville
City Hall
111 Maryland Avenue
Rockville, MD. 20850

3.12 **Cooperative Procurement**

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

3.13 **License and Support Agreements**

In the event a bidder or manufacturer requires an agreement to be signed the agreement must be returned with the bid for review prior to any subsequent award. The City reserves the right to refuse consideration of an agreement and may hold the bidder to any agreement entered into as a result of a purchase order being issued as a result of this IFB without prior knowledge that the bidder and/or manufacturer will require an additional document, contract or agreement to be executed.

INVITATION FOR BIDS #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

SECTION IV: TECHNICAL SPECIFICATIONS/SCOPE OF WORK

4.1 OVERALL GUIDELINES

The Scope of Work includes but is not limited to the following:

GROUP I - Construction, Repair, and Maintenance of Concrete Infrastructure and Miscellaneous Appurtenances

- Demolition, disposal, and installation of concrete sidewalks, curbs and gutters, and driveway aprons.
- Demolition, disposal, and installation of cast in place pervious concrete sidewalks, parking lots, and various other installations.
- Demolition, disposal, and installation of precast pervious concrete sidewalks, parking lots, and various other installations
- Demolition, disposal, and installation of asphalt patches
- Demolition, disposal, and installation of concrete and/or brink for storm drain inlets.
- Installation of utility structures and adjustment of existing utility structures.
- 3rd party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

GROUP II - Construction, Repair, and Maintenance of Various Types of Brick Sidewalks and Roadways

- Demolition, disposal, maintenance, and installation of brick/paver sidewalks and roadways.
- Installation of materials to correct failing subgrade.
- Removal and Replacement of existing granite curbs.
- Repair of existing brick retaining walls.
- 3rd party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

All pay items listed are considered complete in place and the prices submitted are intended to cover all costs, direct and indirect to complete the work described, including materials, equipment, labor, supervision, and other costs necessary to complete the work.

CONTRACT TERM

The City will notify the Contractor when work is required. The Contractor shall respond verbally to the City within two (2) business days after notification. The City may schedule a meeting with the Contractor and City representatives to discuss the task order scope of work.

The City expects all vendors to provide year over year cost reduction recommendations.

Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacturer experience a decrease in costs associated with the execution of the contract.

Price adjustments from the contractor/producer/processor/manufacturer for any/all items may be considered at renewal. The adjustment of pricing for the final three (3) renewal extension years shall be based on the Consumer Price Index (CPI) for the Washington DC Metropolitan Area. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation that justifies the request. The increased contract unit price shall not apply to orders received by the Contactor prior to the effective date of the approved increased contract unit price. The City may cancel, without liability to either

party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

The request for a change in the unit price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.). A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the 12-month period immediately prior to the date of the request. The request shall be based on the CPI for all urban consumers issued for the Washington DC Metropolitan Area by the United States Department of Labor's Bureau of Labor Statistics for the specific commodity or service group being provided by the contractor under this contract.

Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to the City.

ESTIMATED QUANTITIES

Bid quantities listed in the contract bid form are estimates only. They are intended for the purpose of bid evaluation only and do not indicate the amount of work intended to be awarded to the successful bidders. The City reserves the right to add or subtract quantities as deemed necessary without affecting the unit prices. The City does not guaranty the accuracy or completeness of any of the quantities listed. The Bidder shall bid accurate and reasonable prices for the work described for each bid item and each unit price submitted shall include all incidental costs necessary to provide each item complete, in-place, including all materials, labor, supervision, appurtenances, and other incidental costs necessary to complete the work item.

ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

The City reserves the right to negotiate prices for additional work that might become necessary and not specifically listed in the bid document. All bid items listed are considered complete, in place and the unit prices submitted are intended to cover all materials, labor, supervision and other appurtenance necessary to complete the work.

The City reserves the right to award contracts to a maximum of three (3) lowest responsive and responsible bidders to assure an adequate labor pool to accomplish the work in an expedited manner.

NOTICE TO PROCEED AND COMPLETION SCHEDULE

The successful contractor(s) will receive written notice from the City upon award of the contract.

Each successful contractor will receive a written list of work to be completed. Each written notification will contain an anticipated start date and completion date. Each contractor will start work on the specified list within 10 working days of receipt of the work list. Failure to meet the specified start date and/or failure to meet the specified completion date, including restoration and cleanup, may result in liquidated damages being assessed. Liquidated damages shall be assessed at the rate

of $400.00 per day for each workday (Monday to Friday) that the contractor fails to meet the assigned start or completion date. Time is of the essence on this contract and failure to complete the assigned tasks on time will inflict monetary damages to the City. Time extensions may be granted by the Chief of Construction Management for extenuating circumstances deemed beyond the control of the Contractor.

CONSTRUCTION WORK HOURS

Generally, work is permitted between 7:00 am to 5:00 pm, Monday through Friday. Work on any street, other than secondary residential (generally 26' in width) shall be limited to 9:00 am to 4:00 pm Monday through Friday. No work shall be permitted outside these hours, or on Saturdays, Sundays or designated City observed Holidays unless written approval is obtained from the Chief of Construction Management or his designee. All work must comply with the Montgomery County Noise Ordinance. Refer to the Montgomery County Noise Ordinance; see Appendix B.

CONTRACT DOCUMENTS

In addition to the requirements of GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, Item No. 40, in the case of discrepancies in the Contract Documents and need for interpretation, the documents shall be given precedence in the following order:

- Change Orders
- Addenda
- Drawings
- Special Provisions
- Technical Specifications
- General Conditions and Instructions to Bidders (City of Rockville)
- Standard Details by others
- City of Rockville Standard Details for Construction
- Applicable Standards listed below

Any questions, requests for information or revisions to the specifications must first be reviewed and approved by the City of Rockville.

APPLICABLE STANDARDS

As a minimum standard of quality workmanship, all work is to comply with the latest provisions and recommendation of the following documents in the following order of precedence.

In the event of conflict, the City's determination shall govern.

- City of Rockville Standards and Details for Construction.
- Washington Suburban Sanitary Commission, General Conditions and Standard Specifications, latest edition.
- Current Montgomery County Department of Public Works and Transportation Design Standards.
- Current MSHA "Standard Specifications for Construction and Materials" including all errata and addenda thereto and additions included in these special provisions.
- MDE, WMA and SCS 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control.
- American Society for Testing and Materials, "ASTM Standards", latest edition.
- American Association of State Highway and Transportation Officials, "AASHTO Standards", latest edition.
- American Concrete Institute (ACI) Standards, latest edition.

PROJECT KICK-OFF MEETING AND PRE-CONSTRUCTION MEETINGS

Upon issuance of the Notice to Proceed, the City may arrange a project kick-off meeting with all appropriate City staff and the Contractor. This will be an office-based meeting to review the project requirements.

The City will decide which City staff will attend. The Contractor shall arrange any pre-construction meetings required by associated permits. These pre-construction meetings can be held in person or virtually between the Contractor and appropriate City staff, including the Chief of Construction Management and the Project Inspector.

All subsequent notifications for inspection and coordination with the City and all other agencies are the responsibility of the Contractor.

EMERGENCY CONTACT INFORMATION

The Contractor shall provide the names and phone numbers of three (3) representatives of the Contractor who can be reached in case of an emergency, 24-hours a day, 7-days a week. This shall be submitted to the City prior to the start of construction.

PUBLIC UTILITIES

Comply with MDSHA Specifications under Sections GP 5.05, and GP 7.17 regarding public utilities.

It shall be the Contractor's responsibility to cooperate to the fullest extent possible with the utility owners in their work of adjusting the existing utilities to suit the proposed construction under this contract. All utilities shall be relocated or constructed by their respective owners.

The location of existing utilities, if shown on the plans and profiles, and as located in the field, are approximate only and it shall be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. All test pits must be completed in coordination with the City and the affected utility companies. The existence of utilities other than those shown on the plans is not known. If, during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the City and take all necessary and proper steps to protect the continuance of service of such facilities.

The Contractor shall notify the utility owner and City when previously unknown or different utilities are encountered. The Contractor shall support and protect existing utilities whether or not shown on the plans at no additional cost to the City. The Contractor shall not receive compensation for the temporary relocation of or temporary installation of utilities that are constructed for the convenience of the Contractor.

In case of any damage to utilities by the Contractor, either above or below ground, the owner shall be immediately notified. The Contractor shall arrange for restoration of such utilities to a condition satisfactory to the utility company at the Contractor's entire cost and expense.

The Contractor shall take into consideration when preparing their bid, the costs associated with the coordination during construction with various utility companies for any relocation or installation by the utility companies which may be necessary in areas within, or adjacent to, the limits of work. No additional compensation or time extensions will be allowed the Contractor for work interruptions, changes in construction sequences, changes in methods of handling excavation and drainage, and changes in types of equipment used, made necessary by others performing work within, or adjacent to, the limits of this contract. The contract time as stated in this contract includes the time needed for utility adjustments and no extension of time will be granted for delays caused by utility adjustments.

All other expenses likely to be incurred by the Contractor as a result of working around and protecting utilities, as well as cooperating with the owners of same during the relocating of such facilities, will not be measured or compensated for under any stipulated pay item.

CONTACTS

The following utility companies and City departments may be affected by this project. It shall be the Contractor's responsibility to notify all utilities and/or City departments and coordinate his construction operations with them to avoid unnecessary delays.

- City of Rockville
  City Forester
  Mrs. Paula Perez
  240-314-8705
- City of Rockville
  Chief of Construction Management
  Mr. Dan Stevens
  240-314-8552
- City of Rockville

Operations & Maintenance Superintendent
Mr. John Hollida
240 -314-8576

- City of Rockville
  Project Inspector
  Mr. Ken Brink
  240-314-8549
- City of Rockville
  Water and Sewer Utilities
  240-314-8567
- MISS UTILITY
  1-800-257-7777 or 811
- Transcontinental Gas
  410-465-0960
- Verizon
  1-855-983-1425
- Washington Gas
  844-927-4427
- Washington Suburban Sanitary Commission
  301-206-8650

For Locations of Utilities, call "MISS UTILITY", at 811, 1-800-257-7777 or http://www.missutility.net/
Before interfering with any utility service, the Contractor shall notify the affected utility companies and affected property owners in advance and coordinate any required service interruption with the owner and City. For any water service shutdown, the Contractor must provide at least 21 calendar days' notice such that the City can provide proper notification.

The Contractor shall be responsible for contracting Miss Utility for the location of all utilities prior to the start of work.

PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor's employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect other property at or adjacent to the site including but not limited to trees, shrubs, lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement in the course of construction; to provide warning signs as directed by the City for personnel and the public. Costs associated with this work are incidental to the work and no specific payments will be made.

SITE ACCESS

Access to the site is by public streets and thoroughfares. After the completion of the project, all roads, driveways, parking lots, sidewalks, landscaping, fences, utilities, structures, buildings, lawns and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities. Costs associated with this work shall be included with the appropriate Pay Items and is considered incidental to all work.

ACCESS TO ADJACENT PROPERTIES

Access must be maintained to all properties abutting this project at all times. All work affecting private properties is to be coordinated with the property owner by the Contractor. The Contractor shall maintain access to private driveways at all times unless specifically approved in advance by the City.

ENTERING PRIVATE PROPERTY TO PERFORM WORK

Under no circumstance is the Contractor to enter private property for any reason unless receiving expressed, written permission from the property owner and providing a copy of such to the Inspector in advance of the work.

PRESERVATION AND RESTORATION OF PROPERTY and MONUMENTS

The Contractor is to carefully examine the work area to ensure a clear understanding of the private property limits and work limits. The Contractor shall not enter upon private property for any purpose without first obtaining permission from the City and written permission from the property owner. The Contractor shall be responsible for the preservation of all public and private property, including but not limited to plants (trees, shrubs, and seasonal vegetation), lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement, along and adjacent to the work areas, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures and must protect carefully from disturbances or damages all land monuments and property markers until the Project Inspector has witnessed or otherwise referenced their locations. All disturbed monuments and markers must be reset to their correct location by the Contractor at no additional compensation.

The Contractor shall be responsible for all damages or injury to public or private property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to the non-execution of said work, or at any time due to defective work or materials. When or where any direct or indirect damage or injury is done to public or private property or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor must restore, at its own expense, such property to a condition similar or equal to rebuilding or otherwise restoring as may be directed by the City, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property in a reasonable amount of time, or make good such damage or injury the City may, upon 24 hours' notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract. City crews or another Contractor may accomplish said work.

After the completion of the project, all plants (trees, shrubs, and seasonal vegetation), lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities. The Contractor shall provide pre-project photographs or videotape of the project work areas to the DPW Project Inspector. Costs associated with this work are incidental to the work and no specific payments will be made.

All the requirements outlined above shall be considered incidental to this contract and no special compensation shall be paid.

SITE CONDITIONS

The Contractor shall visit each work site prior to performing the work to verify the existing conditions.

CONTRACTORS STAGING AND STORAGE

The Contractor will establish temporary staging areas as approved by the City Inspector. Cleanup of each staging area shall occur daily. Contractor shall cover topsoil, stone, and aggregate stockpiles with tarps to prevent sedimentation of the street.

Provide adequate barrels, cones, lights or other necessary safety equipment to keep the staging and storage areas safe.

The City may require a sketch and brief description for approval by the Chief of Construction Management showing the location of equipment and materials, location of portable sanitary toilet, and means and methods to protect pedestrians and existing public facilities (including trees) within the areas needed for staging and storage. This sketch and/or location may have to be approved by the City Forester, if any grassed or tree areas will be utilized.

There shall be no payment for this work. It shall be considered incidental to the contract.

TEMPORARY UTILITIES

The Contractor shall pay all fees, obtain necessary permits, and have meters installed for temporary utilities as may be required for the execution of this contract.

The Contractor shall, at the beginning of the project, provide suitable temporary sanitary toilet facilities on the premises, in accordance with the GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS. The City shall approve the location of the sanitary toilet.

POSTING PARKING RESTRICTION SIGNS

The Contractor shall be responsible for furnishing adequate personnel, equipment and sign stakes as necessary to post City furnished parking restriction signs a minimum of 48 hours and no more than 72 hours in advance of the construction operations for that portion of that street. The Contractor shall coordinate the schedule in advance with the City and shall mark the signs with the appropriate restriction dates. Parking may not be restricted for more than three consecutive dates without prior written City approval. Towing of parked vehicles shall be the responsibility of the Project Inspector only. Vehicles will not be towed unless the Project Inspector has verified that the proper parking restriction signs were posted a minimum of 48 hours in advance. The Contractor shall be responsible for revising the dates on the signs in the event of delays in the schedule and for the prompt removal of the signs when the construction operation is complete. The signing operation shall be closely coordinated with the Project Inspector and no signs shall be marked, posted, revised, reposted, or removed without the Project Inspectors advanced authorization. Signs and stakes shall be carefully removed and revised and reused until otherwise authorized by the Project Inspector.

Stakes shall be 2-inch x2-inch, four feet long, driven a minimum of one foot into the ground or until stable.

Signs must be spaced no more than 40(forty) feet apart. Where street trees exist and it is determined that their use will not damage the tree, the signs shall be placed approximately four feet above the ground. Where no street trees are available, signs must be placed on stakes provided by and installed by the Contractor. Black waterproof indelible markers shall be provided by and used by the Contractor and numbers shall be large and legible.

No special compensation shall be paid to the Contractor for the posting of the no parking signs and shall be considered incidental to the appropriate pay item.

LANGUAGE / MEANINGS FOR CLARITY

The directions, instructions and requirements listed in this bid document are intended to indicate work efforts that are the direct responsibility of the bidder (contractor) to fully comply with. This responsibility is further directed to any and all suppliers, fabricators, manufacturers or other sub-contractors, who enter into agreements and / or sub-agreements with the bidder (contractor) to supply or provide any materials, services, supplies or any other work efforts under this contract.

The phrase “remove and dispose” obligates the bidder / contractor to assume possession of the specified material, remove it from the area and properly and legally dispose of it off site. Even when not specifically addressed, all waste materials shall be disposed of in this manner. All costs related to this removal and disposal shall be included in the unit prices bid for the various materials and items listed in the bid form and/or be considered incidental to all work performed and no additional compensation shall be considered by the City.

When terms such as repair, restore, replace and remove and replace are used in terms of unacceptable work, whatever the reason or cause for the rejection of the work, it shall be implicitly understood that the contractor shall perform or re-perform the work in strict compliance with the contract documents and that no additional compensation is due the contractor for such corrective work.

Unless specifically stated otherwise, all material, labor, equipment, tools, appurtenances, and incidentals necessary to perform and complete the work as specified and detailed in the Contract Documents, including all generally recognized and inherent aspects of the work shall be included in the unit price, lump sum price bid or stipulated price provided in the various pay items. When specific aspects of the work are listed and/or described in measurement and payment, it shall also be construed to be an all-inclusive list.

The words “using”, “per”, “meet”, and “meeting” when referring to a specification or procedure imply “in strict accordance with”.

DEFINITIONS

Certification-A document which verifies that the material and/or work complies with the applicable specifications and includes the actual test results to confirm the statement. The contents of the "certification" shall be on the Contractors / suppliers / manufacturers / vendors letterhead or other approved document and shall be duly signed (and sealed when applicable) by a company officer, licensed Engineer or Architect as appropriate or required.

Change Order - A written document amending the Contract by adding, deleting, or modifying the Contract to include price, time, work and conditions not previously addressed within the Contract Documents. A "Proposed Change Order" (PCO) shall be signed by an officer of the Contractor and be on company letterhead or other form acceptable to the City. A "Change Order" (CO) shall be signed by an officer of the City and shall detail the required changes to the Contract. CO's may or may not be by the consent of the Contractor but shall be legally binding to the Contractor, regardless of their consent.

Contract Documents – Include the written agreement executed between the Contractor and the City, covering the performance of the work and furnishing all labor, equipment, materials, etc., by which the Contractor is bound to perform the work and furnish the labor, equipment and materials, and by which the City is obligated to compensate the Contractor at the mutually established and accepted rate or price. The Contract Documents shall include the Invitation for Bid, Notice to Contractor, Instructions to Bidders, Proposal, Contract Forms and Bonds, General Provisions, Specifications, Supplemental Specifications, all Special Provisions, all technical provisions, all plans, shop drawings, submittals and Notice to Proceed. Written Approved Change Orders and Supplemental Agreements that are required to complete the work in an acceptable manner, including authorized extensions and addendum thereof.

CONFORMITY WITH CONTRACT REQUIREMENTS

All work performed and all materials furnished under the Contract shall be in conformity with the Contract requirements.

If work is done, or materials are furnished that are determined to not be in conformity with the Contract requirements, the Contractor shall be directed to correct or replace the defective work at the Contractors expense.

In the event that work done or materials furnished do not technically meet contract requirements but it can be determined by the City that the work or materials can meet the need and function for which they are intended, the Chief Construction Management Division shall work with the Contractor for an equitable correction, or credit to the Contract through the Change order Process to facilitate such credit. The Change Order shall document the reasoning for accepting the diminished quality of the work.

AUTHORITY OF THE CHIEF OF CONSTRUCTION MANAGEMENT

The Chief of Construction Management shall decide all questions which may arise as to the quality and acceptability of the materials furnished and the work performed and as to the rate of progress of said work, and all questions that may arise as to the interpretation of any or all Plans, details and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

The Chief of Construction Management shall determine the amount and quantity of work performed and materials which are to be paid under the Contract

The Chief, Construction Management Division shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.

AUTHORITY AND DUTIES OF THE CITY INSPECTOR

Inspectors, both employed directly by the City and Consultant Inspectors assigned to this project under the direction of a City Inspector shall be authorized to inspect all work done and all materials furnished. Such Inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials being used or installed under this contract. The Inspector is NOT authorized to revoke, alter or waive any requirement of the Contract. Nor is the Inspector authorized to accept or approve any portion of the completed project. The inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the Contract. The Inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Chief, Construction Management Division. Inspectors will perform their duties at such times and in such a manner as will not necessarily impede progress on the Contract.

The Inspector shall, at no time and in no case, act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the contractors' staff. Any advice, instruction, direction or other order which the inspector may give the Contractor shall not be construed as binding the City in any way or release the Contractor from fulfilling all the terms of the Contract.

Where there is disagreement between the Contractors staff and the Inspector, such as refusal by the Contractor to use properly approved material, performing work not in compliance with Plans and Specifications, and/or refusing to suspend work until problems at issue can be referred to and decided by the Chief, Construction Management Division, the Inspector will immediately direct the Chief, Construction Management Division's attention to the issues of disagreement. If the Contractor still refuses to make corrections, comply with or suspend work, the Chief, Construction Management Division will prepare and deliver to the Contractor, a written order (cure letter), with specific reasoning for issuing the formal stop work letter to the Contractor until specified corrective actions are taken by the Contractor. The Inspector, upon notice from the Chief, Construction Management Division that the stop-work / cure letter has been formally issued, shall not perform any inspections under the contract other than to assure that the corrective action is done in compliance with the written directives and in compliance with the contract Documents if applicable. No payment shall be made and no compensation due the Contractor for any work done under the Stop work order / cure letter. Any work on pay items performed by the Contractor during the stop-work / cure letter process will not be paid for and may be required to be removed at the Contractors expense.

AERIAL ELECTRIC LINES

The Contractor shall be aware that State law requires that a 10-foot radial clearance shall be maintained for all construction equipment and materials in relation to electric lines carrying 750 volts or more. Because the State law is more stringent than the Federal laws, the State law shall be considered the minimal distance.

NOISE CONTROL MEASURES

All work must comply with the noise ordinance requirements for Montgomery County. A copy of the ordinance enforced by the Department of Environmental Protection (DEP) is attached to these contract documents in Appendix B for observation and compliance. With City approval, the Contractor may request a waiver through Montgomery County. The Contractor is fully responsible to submit the request and comply with any conditions of the waiver approval. The Contractor shall consider the processing time of this request, which includes a public notice element, when scheduling their work. Violation of the county noise ordinance will result an in immediate stoppage of work as directed by the City inspector.

WATER POLLUTION CONTROL MEASURES

The Contractor shall not discharge or permit discharge into the waters, canals, ditches, or drainage system any fuels, oil, bitumen, garbage, sewage or other materials which may be harmful to fish, wildlife or vegetation or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigation and complying with all applicable federal, state and local laws and regulations governing pollution of water. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

AIR POLLUTION CONTROL MEASURES

All fine-grained, loose materials hauled to or from this project shall be covered to prevent spillage and blowing. Material, which is not covered after notification by the City, will not be accepted for use on this project. This material will not be included in measurement for payment.

Burning will not be permitted.

ENVIRONMENTAL PROTECTION MEASURES

Impervious barriers, (i.e., plastic, metal drip pans, etc.) shall be placed under any compressors, generators, welding machines, etc., to prevent oils, solvents, organic compounds, or other contaminants from leaching into the soil. Any oils, solvents, organic compounds, or contaminants spilled on the site during the process of the work shall be immediately removed and cleaned up by the Contractor. Any earth contaminated by a spill shall also be removed and replaced with new certified clean material to the satisfaction of the City and the Maryland Department of the Environment (MDE). If the City has to remove the oils, solvents, organic compounds, contaminants, or earth, the City may deduct the costs of removal and clean up from the total contract amount owed the Contractor.

EROSION AND SEDIMENT CONTROLS

The Contractor is responsible for adhering to the City's laws and ordinances regarding sediment control. The Contractor shall be responsible for coordinating all work with the City Inspector.

When directed in the field by the Project Inspector, the Contractor shall be required to make adjustments in location and/or increase or decrease quantities of sediment control measures and provide temporary stabilization measures.

All sediment control measures shall be installed and maintained as directed by the Project Inspector. Furnish and install temporary erosion and sediment controls. The Contractor is to protect the integrity of the erosion control measures installed. The erosion control measures shall be provided until such time as the Project Inspector gives written authorization to remove said measures. The Contractor shall comply with all local, state and federal laws, ordinances, and regulations pertaining to erosion, sediment and pollution control, including those promulgated by the State of Maryland, and shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses resulting from such work.

If unusually intense storms cause planned control measures to fail, prompt restoration and cleanup of sediment deposits shall be made, including damage to adjacent property. If construction is delayed or shut down, temporary cover of exposed and disturbed areas shall be provided.

CARE OF WATER DURING CONSTRUCTION

The Contractor shall furnish, install, test, operate, monitor, and maintain dewatering systems of sufficient scope, size, and capacity to control water flow into excavations and permit construction to proceed on dry, stable sub-grades. Dewatering operations shall be maintained to ensure erosion control, stability of excavations and constructed slopes, prevent excavation from flooding, and prevent damage to sub-grades and permanent structures.

The Contractor shall provide a suitable watercourse (i.e. fire hose, etc.) to direct the flow of water so as to have minimal impact upon the environment, private property, roadway and pedestrian traffic. Any damage caused by discharge of water is the responsibility of the Contractor. The Contractor shall not discharge any water so as to cause sediment to reach any storm drain inlet or water course.

The Contractor shall provide shoring, bracing and cofferdams during construction as necessary to protect personnel, structures and equipment. No special payment will be made for shoring, bracing or cofferdams. The Contractor is responsible for ensuring the safety of his employees and sub-contractors, and for complying with all applicable provisions of Maryland Occupational Safety and Health Administration.

The Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations. The Contractor shall provide an adequate system to lower and control water to permit excavation, construction of structures, and placement of fill materials on dry sub-grades. The Contractor shall install sufficient dewatering equipment to drain water-bearing strata above and below bottom of ponds and other excavations.

Work areas shall be dewatered in a manner that avoids endangering public health, property, and portions of work under construction or completed. The Contractor shall provide sumps, sedimentation tanks, dewatering basins or non-woven dewatering bags as required by the Project Inspector. Standby equipment shall be provided on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of the system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, the Contractor shall restore damaged structures and foundation soils at no additional expense to the City. The Contractor shall remove all dewatering systems from project site on completion of dewatering.

All pumps and generators utilized for bypass and dewatering operations shall be “quiet” rated with a full-load noise level of less than 63 dB at a distance of 23 feet or as approved by the Chief of Construction Management. The City may require additional measures, such as the use of straw bale baffle walls, for work approved outside of normal working hours.

Care of water during construction shall be considered incidental to the appropriate pay item.

FOREST AND TREE CONSERVATION REQUIREMENTS

Special attention must be given any existing landscape features and special care taken to protect the natural surroundings. The roots of trees or shrubbery will not be cut unnecessarily. The Contractor may be required to root prune tree roots, which

extend into grading limits and/or from trees intended to be left in an undamaged state or otherwise prevent damage to roots of trees. No road machinery of any description, which might throw off gas or smoke in such volume as to damage vegetation, shall be allowed to stand under such trees or shrubbery.

Any tree that in the opinion of the City, may be defaced, bruised, injured or otherwise damaged by the Contractor's equipment or operations must be protected prior to the start of work by means acceptable to the City. All tree protection techniques must be approved by the City Forester's office.

Any tree, or landscape features scarred or damaged by the Contractor's operations must be removed, correctively pruned, restored or replaced as nearly as possible to the original conditions, as required by the Project Inspector and at the Contractor's expense. No ropes, cables or guys are to be fastened to or attached to any nearby trees for anchorage or in lieu of placing of dead men.

Do not attach no-parking signs to existing trees.

DAILY CLEAN-UP

The Contractor shall keep the work areas clean and orderly at all times and shall promptly remove all waste and rubbish. The daily debris shall be collected in covered containers and disposed of in proper fashion. All directions from authorized public officials having jurisdiction over health and safety shall be obeyed. The site will be "broom cleaned" at the end of each working shift. Open excavations may not be left unattended. Site must be secured each night.

The Contractor shall clean every street upon which any work has been performed under this contract daily. The cleanup shall be accomplished by use of a vacuum assisted sweeper truck, manual (push) broom sweeping or other method as directed and or approved by the Project Inspector. Under no circumstance shall the contractor use compressed air or jet water sprays for cleanup purposes.

SAMPLING AND TESTING OF MATERIALS

Quality control of the materials being provided and installed shall be the responsibility of the Contractor. No separate payment will be made, and the costs shall be incidental to the appropriate pay item.

The City reserves the right to test all materials and construction separate from and in addition to the specific requirements dictated in this contract. Testing shall be generally limited to:

- Taking and/or collecting samples of soil and/or other backfill materials for proctor tests.
- Performing proctor tests in a lab.
- Performing compaction tests on site.
- Taking concrete cylinder samples and testing compression strength.
- Asphalt sampling and compaction testing.

Employment of a testing agency in no way relieves the Contractor of his responsibility and obligation to comply with all aspects of this contract and to perform all work in a proper, acceptable and workman like manner and doing all such work in full compliance with these contract documents.

Sampling and testing of Asphalt materials

A Maryland State Highway (SHA) Certified Asphalt Plant must provide all asphalt supplied for this contract. Mix designs for the various types of material to be supplied must be submitted to the Project Inspector a minimum of 14 calendar days before beginning work. Under no circumstances will the contractor be allowed to begin supplying asphalt for this contract without the City and the Contractor having received written approval of the mix designs from the City or the City's Asphalt Testing Consultant. When requested, the Contractor shall deliver to the City Project Inspector, a box sample of the material to be supplied. Any material laid down without having a box sample delivered to the City Project Inspector, will be subject to complete removal and replacement at the Contractors expense.

SUBMITTALS OF MATERIALS

The Contractor shall submit one (1) copy of all delivery tickets, any requested shop drawings, inspection, testing or certification reports, obtained approvals or permits, and other submittals required for this project to Chief of Construction Management.

INSPECTION AND CERTIFICATION

All materials shall be subject to inspection or test by the City prior to or after installation as necessary and no previous certification or inspection shall bar rejection if the material is found to be inferior, damaged or defective. The certification requirements may be waived for any or all of the materials at the discretion of the City.

INSPECTION AND REPAIRS

The City reserves the right to inspect any and all work either in progress or completed. All work shall be inspected prior to backfill. Any portion of the work that is backfilled prior to inspection shall be uncovered at the contractor's expense to enable the Project Inspector to adequately inspect. If the work is found to be unsatisfactory or in conflict with the provisions in these specifications the City may hold back payment for work completed. The Chief of Construction Management will give written notification of the unsatisfactory work to the contractor. The Contractor shall have no more than 10 days to correct the condition.

CONTRACTOR'S EMPLOYEES

Contractor's employees are to present a professional appearance, shall be neat, clean, well groomed, courteous, and conduct themselves in a respectable manner while performing duties and while on City and/or private property.

The Contractor's employees shall conduct themselves in a professional manner. They shall minimize their impacts to the surrounding properties, including when they arrive to the site, take breaks, eat lunch and depart the site. Contractor's employees shall be respectful and polite to inquiries from residents or individuals not associated with the project. Any inquiries beyond basic information should be referred to the City. The Contractor shall inform the City of any inquiries that occur that is beyond providing basic information. For work at the City's Water Treatment Plant, employees shall wear an appropriate uniform and/or photo identification card that is to be displayed on the outer garment while the employee is on duty. The uniform and photo ID shall be provided by the contractor at the contractor's expense. This provision will be strictly enforced.

The City reserves the right to request that the contractor remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

SUBCONTRACTORS

The Contractor shall have the right to sub-contract but shall be fully responsible and cannot be relieved of any liability under this contract on account of any sub-contractor. All sub-contracting must have prior written City approval. The City reserves the right to approve or reject any sub-contractor.

Nothing contained in the contract documents shall create any contractual relationship between the owner and any subcontractor or sub-subcontractor. Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit, prior to construction, the following information:
A description of the items to be subcontracted, and the subcontractor's name, address, and telephone number. During the life of the contract, the Contractor shall provide the name, nature, and extent of all subcontractors.

Subcontractors shall be considered an agent of the Contractor, who shall be held fully accountable for all the subcontractor services, labor, and materials relative to the contract.

CHANGES IN WORK

If an event arises which the contractor considers may result in the addition, deletion or modification to the contract, the Contractor shall notify the City prior to commencing work under that change.

All such changes, or additional work must be authorized in writing by the City prior to starting such work.

INVOICES AND PAYMENT

The Contractor shall submit a detailed invoice to the Chief of Construction Management (Dan Stevens listed below) for payment at the end of each month for all work completed and accepted by the City during that month. Refer to item number 75 in the General Conditions and Instructions to Bidders (Section II of this IFB)

Dan Stevens, CCM – Chief of Construction Management
Department of Public Works
850 Avery Road

Rockville, MD 20851
Telephone 240-314-8552
Email: dstevens@rockvillemd.gov

NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

EXCEPTIONS

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder's bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder's bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder's willingness to comply with all requirements of all parts of the Invitation for Bids.

COMPLETE INFORMATION REQUIRED ON BID FORM

All bids must be submitted on the attached Bid Form with all sections completed. To be considered a valid bid, the bid form pages and required forms must be returned, properly completed, as outlined in the General Conditions.

INSURANCE REQUIREMENTS

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

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

Failure by the contractor to provide insurance shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

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

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

POLICY CANCELLATION

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City's Procurement Division. The Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under the contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

If applicable, all subcontractors shall meet the requirements of this section before commencing work. In addition, the Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Example:
Certificate Holder
The Mayor and Council of Rockville
City Hall
111 Maryland Avenue
Rockville, MD. 20850

COOPERATIVE PROCUREMENT

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

LICENSE AND SUPPORT AGREEMENTS

In the event a bidder or manufacturer requires an agreement to be signed the agreement must be returned with the bid for review prior to any subsequent award. The City reserves the right to refuse consideration of an agreement and may hold the bidder to any agreement entered into as a result of a purchase order being issued as a result of this IFB without prior knowledge that the bidder and/or manufacturer will require an additional document, contract or agreement to be executed.

TECHNICAL SPECIFICATIONS

GROUP I - REQUIREMENTS CONTRACT FOR CONSTRUCTION, REPAIR, AND MAINTENANCE OF CONCRETE AND BRICK INFRASTRUCTURE AND MISCELLANEOUS APPERTENANCES

Professional Certification. I hereby certify that these Documents were prepared or approved by me, and that 1 Am a duly licensed Professional Engineer under the laws Of the State of Maryland.

11/17/

License No. 22462, Expiration dated 09/17/2021



PROJECT DESCRIPTION

This project provides the City of Rockville, Department of Public Works with resources to have "on-call" contractors available to perform a wide variety of construction items (listed below). The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place. Other items of work often accomplished under this project include asphalt patching, repair or new installation of retaining walls, minor grading and drainage corrections, installation of storm drains and appurtenances, and small public works related construction projects too small to be efficiently bid as separate projects.

These specifications cover all work necessary to furnish each bid item as listed on the bid form. The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place.

The scope of work includes but is not limited to the following:

GROUP I - Construction, Repair, and Maintenance of Concrete Infrastructure and Miscellaneous Appurtenances

- Demolition, disposal, and installation of concrete sidewalks, curbs and gutters, and driveway aprons.
- Demolition, disposal, and installation of cast in place pervious concrete sidewalks, parking lots, and various other installations.
- Demolition, disposal, and installation of precast pervious concrete sidewalks, parking lots, and various other installations
- Demolition, disposal, and installation of asphalt patches
- Demolition, disposal, and installation of concrete and/or brink for storm drain inlets.
- Installation of utility structures and adjustment of existing utility structures.
- 3rd party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

GROUP II - Construction, Repair, and Maintenance of Various Types of Brick Sidewalks and Roadways

- Demolition, disposal, maintenance, and installation of brick/paver sidewalks and roadways.
- Installation of materials to correct failing subgrade.
- Removal and Replacement of existing granite curbs.
- Repair of existing brick retaining walls.
- 3rd party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

All pay items listed are considered complete in place and the prices submitted are intended to cover all costs, direct and indirect to complete the work described, including materials, equipment, labor, supervision, and other costs necessary to complete the work.

1. PROJECT LOCATION

Work under this project will take place throughout the City of Rockville within public rights-of-ways, easements and on City owned public land as required and directed by the City.

2. CONTROL OF PEDESTRIAN and VEHICULAR TRAFFIC

The Contractor will provide adequate signage to direct both vehicular and pedestrian traffic safely through the work areas. The contractor will close no more than one lane of vehicular traffic and sidewalk on one side of the street at any time and will provide adequate signage to clearly identify the sidewalk as "closed" and direct pedestrians to the other side of the street or provide other safe passage as necessary.

Warning signs for vehicular traffic will warn of any lane closure ahead and of any uneven roadway surfaces.

All signage and other warning devices are considered incidental to the work and no compensation will be paid. The City will pay for the use of Variable Message Signs (VMS) when directed by the City for such use.

All work shall be accomplished in a manner to minimize obstruction to both vehicular and pedestrian traffic. When working in or near roadways, the Contractor shall abide by the conditions for construction traffic, as set forth in the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation Work Zone Traffic Control and/or the City Inspector's directives. The cost of Traffic control is considered incidental to the unit prices bid. In all situations, safe conveyance of both pedestrian and vehicular traffic must be assured and in strict compliance with the MUTCD and any other directives provided by the City.

3. PUBLIC UTILITIES

The Contractor's attention is directed to the requirements of the MDSHA Specifications under Sections GP 5.05, GP 7.11, and GP 7.17 regarding public utilities.

The Contractor's shall be responsible to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. The existence of utilities other than those shown on the plans is not known. If during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the Engineer and take all necessary and proper steps to protect the continuance of service of such facilities.

It shall fully be the Contractor's responsibility to cooperate with the utility owners in their work of adjusting the existing utilities to suit the proposed construction under this contract. All utilities, unless provided for on the contract drawings, shall be relocated or constructed by their respective owners.

The Contractor is advised he is to contact Miss Utility at 800-257-7777 and City Utilities at 240-314-8566, before beginning any work. The Contractor is expected to coordinate his work with the various utility companies.

Before interrupting any utility service to individual buildings, the Contractor is to notify the affected utility companies and property owner in advance and coordinate any required service interruption with the owners and City Inspector.

4. TREE ROOTS

When removing and replacing sidewalk, curb and gutter, or driveway aprons, due to root damage, all roots shall be removed by cutting with a sharp saw in a neat manner. All root removal and treatment shall be per the State Forestry Permit. The Permit will be provided by the City within 14 days of the issuance of the Notice to Proceed. Special emphasis shall be placed on the provisions stated in the permit to be issued by the Department of Natural Resources, Maryland Forest, and Park and Wildlife Service. The Department of Recreation and Parks Department personnel are empowered to enforce the conditions of the permit and will be following the process closely. The important provisions of the permit include the notification requirement and the root trimming method.

5. DEMOLITION AND DISPOSAL OF EXISTING MATERIALS, STRUCTURES AND DEBRIS

Whenever directed by the City and as noted in each pay item that requires the "removal" or "demolition" of a specific item shall consist of removing and properly disposing of all debris, including but not limited to existing concrete infrastructure (curb, sidewalk, aprons, etc.), asphalt paving and curbs, pipe sections, gabion baskets, rip-rap, concrete structures, bollards, building materials, existing earth, yard debris and miscellaneous litter. All equipment, materials, and piping within the limits of the construction, designated for removal, shall become the property of the Contractor. These materials are to be disposed of legally by the contractor.

All demolition, removal, and disposal shall be performed according to all applicable Federal, State and local laws, regulations and guidelines.

When removing existing concrete, it should be removed as directed by the City Inspector. At a minimum, the existing concrete shall be saw cut at existing joints or as directed by the City Inspector, broken into pieces small enough to readily accommodate its removal **without damaging adjacent panels of concrete or asphalt**. Pieces shall be immediately placed into truck beds for removal. Broken concrete shall not be stacked or stored on City streets in any manner as to cause damage or scaring to existing adjacent surfaces.

If a joint is not available or if the joint at the removal point is a weakened plane joint with insufficient depth to provide a clean break, a saw cut will be required as directed to prevent damage to adjacent concrete. This saw cut will be considered incidental to the work. The Contractor shall take all necessary precautions to protect adjacent existing concrete and asphalt surfaces from any damage during demolition, excavation and/or removal of the existing infrastructure being removed.

The Contractor shall cut all existing asphalt and/or concrete surfaces with a power saw in such a manner as to create a tight, neat, straight water sealed joint. No "jack-hammering" or tearing of the existing surfaces will be allowed. The Contractor shall protect all adjacent surfaces as necessary.

Saw cut existing asphalt or concrete shall be to the full depth of the curb and gutter, sidewalk or pavement being cut. Water will be applied to prevent air-borne dust.

Perform work so adjacent structures, equipment, paving and materials, which are to remain, shall not be damaged. If damage occurs, the Contractor shall repair or replace the adjacent structures, equipment, paving and materials as directed by the City and at the contractors' expense. Existing utilities damaged by demolition shall be replaced with the same material and quality as the existing utilities. Before construction begins, the Contractor shall inspect existing structures, equipment and paving that will remain in-place within and adjacent to the work area for existing defects and damage found during this inspection. All damage repairs shall be at the contractor's expense.

Perform the work in a manner that will not damage parts of the structure or facility not intended for removal. If, in the opinion of the City, the method of construction used may endanger or damage parts of the structure or affect the satisfactory operation of the facilities, promptly change the method when so notified by the City. Perform all cutting required regardless of whether such cutting is specifically indicated. Examine the existing structures and make an estimate of cutting required and other conditions to be encountered in order to accomplish the work. No blasting will be permitted.

Provide shoring and bracing during construction as necessary to protect personnel, structures and equipment. No special payment will be made for shoring and bracing. All costs shall be included with the appropriate pay item. Provide warning signs as required, for personnel and the public.

All demolition and removal of debris shall be incidental to the items of work included in the bid form. Payment will be full compensation for removal, disposal, and for all material, labor, equipment, tools, and incidentals necessary to complete the work as specified and directed.

6. STREET PATCHES (General)

Steel plates shall be allowed during times of weather in which freezing temperatures (below 32-degrees) are not expected. Work done during times of expected freezing temperatures will require full backfill at the close of each workday and steel plates will not be allowed. No additional compensation shall be made to the Contractor for either situation and he shall include the cost, for same, in his unit costs for street patching.

The Contractor shall note that all utility patches made within State Highways shall comply with SHA standard detail MD 578.01 and/or as directed by the State Inspector. Utility patches made within City maintained streets shall comply with City Standard detail #60 or as directed by the City Inspector.

7. PRECAST STRUCTURES

The Contractor may substitute comparable pre-cast inlets for those specified herein, if they have been approved for use by the Montgomery County Government, the Washington Suburban Sanitary Commission or the MDSHA. The Contractor shall be responsible for engineering modifications and field stakeout to piping alignments and other components if required to accommodate the pre-cast units. Support materials used under pre-cast inlets shall be compacted GAB stone. The structures must be channelized per WSSC Standards and Specifications. Prior approval of the Chief of Construction Management is required for the substitutions.

8. ROADWAY EXCAVATION AND EMBANKMENT

In general, except as otherwise noted herein, earthwork shall conform to the requirements of MDSHA Specifications Category 200 entitled "Grading". All excavation is unclassified.

9. ACCESS TO ADJACENT PROPERTIES

Access must always be maintained to all properties abutting each work area. All work on or affecting private property is to be coordinated with the property owner by the Contractor.

10. CONTRACTORS STAGING AREA / STOCKPILING OF MATERIAL

The Contractor will establish temporary staging areas as approved by the City Inspector. Clean up of each staging area shall occur within 48 hours of removal of all stored materials. Contractor shall cover topsoil, stone, and aggregate stockpiles with tarps to prevent sedimentation of the street. Proper sediment control and safety measures shall be utilized at no extra compensation.

The Contractor will only stockpile material in locations as approved by the City Inspector.

11. FORMING CURB RETURNS

When using wood forms for curb returns, they must be made to accept metal joint plates or as directed by the City Inspector.

12. SEALING CURB JOINTS

All curb and gutter joints shall be sealed in the gutter portion within 24 hours after concrete placement with an approved joint sealing compound meeting ASTM D-11900 (Hot Application) or ASTM 1850 (Cold Application). Cost is considered incidental to the bid items for new concrete curb installation.

DESCRIPTION OF PAY ITEMS

A. The Contractor shall provide all labor, materials, tools, equipment, and appurtenances necessary for the completion of the pay items listed in the bid form and as further described below.

B. The quantities listed for each pay item are based on historical data and are intended solely for bid evaluation purposes only. The City does not warrant or guaranty that all pay items will be used. The City may adjust (increase, reduce or delete) the quantity shown for each item without modification to the unit price. Payment shall only be made for items of work completed and accepted by the City.

PAY ITEM NO. 1 THROUGH 4 – CONCRETE CURB AND GUTTER

- Pay item No. 1 – **Remove, dispose and replace** existing Montgomery County Combination Concrete Curb and Gutter: Type-A (MC-100.01), Type C (MC-101.01), depressed curb (MC-102.01) and Type-F (MC104.01)
- Pay Item No. 2 - **Remove and dispose** existing Montgomery County Combination Concrete Curb and Gutter (all types)
- Pay item No. 3 – **Furnish and Install** new Montgomery County Combination Concrete Curb and Gutter: Type-A (MC-100.01), Type C (MC-101.01), depressed curb (MC-102.01) and Type-F (MC104.01)
- Pay item No. 4 – **Furnish and Install** new MDSHA Standard 620-02 Type A concrete curb and gutter (8-inch face)

Contractor shall furnish all materials and perform all work necessary, including excavation, grading, disposal of excavated material, setting forms, placement of concrete, finishing, curing, removal of forms, backfill, final grading, topsoil and grass restoration to remove, and/or replace and/or install new concrete curb and gutter when directed by the City Inspector. All construction shall be as directed by the City. Refer to Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition and any addenda thereto, Sections 206 for removal of existing curb and gutter and Sections 602.02 and 602.03.01 for materials and construction of curb and gutter. **All new curb and gutter shall be MDSHA Mix No. 6**

These several items will be measured and shall be paid for at the Contract unit price bid per Linear Foot (LF) for the bid items No. 1 thru No. 4 for the various conditions described in the bid form. Work shall include construction of new concrete curb and gutter, curb cuts, materials, labor, equipment, tools, and other incidentals to complete this work.

PAY ITEM NO. 5 AND 6 - STANDARD ASPHALT CURB

- Pay item No. 5 – Remove and dispose of existing standard asphalt curb
- Pay item No. 6 – Furnish and install new standard asphalt curb, Standard MD 615.01, and refer to Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition and any addenda thereto, Section 602.03.02 HMA Curb.

PAY ITEM NO. 7 – CONCRETE MEDIANS

Furnish and install new monolithic concrete medians where directed. Medians shall be MDSHA Std. MD645.02. Height and width will vary. Price bid will include saw cutting existing surfaces, excavation, disposal of spoils, installation, finishing, curing, removal of forms and all restoration of existing adjoining surfaces. **Concrete to be MDSHA Mix No. 6**

PAY ITEM NO. 8 THROUGH 11 – CONCRETE SIDEWALK

- Pay item No. 8 – Remove, dispose and replace Montgomery Co. Std. MC 110.01 concrete sidewalk 4-inch thick, width varies
- Pay item No. 9 – Remove and dispose existing Montgomery Co Std. MC 110.01 concrete sidewalk, 4-inch thick, width varies
- Pay item No. 10 – Furnish and install new Montgomery Co. Std. MC 110.01 concrete sidewalk, 4-inch thick, width varies
- Pay item No. 11 – Remove and dispose of existing asphalt sidewalks and paths, maximum 6-inch thick, width varies.

Contractor shall furnish all materials and perform all work necessary, including excavation, grading, disposal of excavated material, setting forms, placement of concrete, finishing, curing, removal of forms, backfill and final grading, topsoil and grass restoration to remove and/or replace existing concrete sidewalk or install new concrete sidewalk as indicated by the City Inspector. Removal of existing sidewalk damaged during construction as directed by the City is considered incidental to replace existing concrete sidewalk. All construction shall be as directed by the City. Refer to Montgomery County Standard No. MC-110.01 and Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition and any addenda thereto, Section 206 for removal of existing sidewalks and Sections 603.02 and 603.03.01 for materials and construction of concrete sidewalks. **All new concrete sidewalk installed shall be MDSHA Mix No. 6.**

These items will be measured and shall be paid for at the Contract unit price bid per Square Yard (SY) for the bid items No. 8 thru No. 11 for the various items of work listed in each bid line item. Work shall include the possible removal of existing concrete sidewalk, Excavation of existing materials where no sidewalk currently exists, construction of new sidewalk, all materials, labor, equipment, tools, and other incidentals to complete this work.

PAY ITEM NO. 12 – FURNISH AND INSTALL DETECTABLE WARNING STRIPS (ARMOR-TILE) TACTILE SYSTEM

Furnish and install Armor-Tile Tactile warning system plates on new curb ramps for ADA compliance. Payment is by square foot (S. F.) Cost of the concrete ramp and wings is paid under pay items No. 8 and No. 10 above.

PAY ITEM NO. 13 GRIND CONCRETE TRIP HAZARDS

Furnish all equipment, tools, labor to grind concrete sidewalk trip hazards to accomplish ADA compliance. Finished surface must be a uniform, smooth, even finished plane and at a grade not to exceed 8% in longitudinal slope. Contractor has the option of using a diamond toothed grinder or a diamond bladed concrete saw.

Apply water to the existing concrete surface to eliminate airborne dust. Remove all residue from the finished operation.

Trip hazards with differential heights between panels greater that 1-1/2-inches in height will not be ground and will be subject to full removal and replacement under Pay item No. 8.

Measurement for payment will be by the foot width of each trip hazard ground.

PAY ITEM NO. 14 THROUGH 19 - DRIVEWAY APRONS

- Pay item No. 14 – Remove and dispose of existing 7-inch thick residential driveway apron.
- Pay item No. 15 – Removal and disposal of existing 9-inch thick commercial driveway apron.
- Pay item No. 16 – Remove, dispose and replace existing 7-inch thick residential driveway apron.
- Pay item No. 17 – Removal, disposal and replace existing 9-inch thick commercial driveway apron.
- Pay item No. 18 – Furnish and install new 7-inch thick residential driveway apron.
- Pay item No. 19 – Furnish and install new 9-inch thick commercial driveway apron.

Contractor shall furnish all materials and perform all work necessary, including excavation, grading, disposal of excavated material, setting forms, placement of concrete, finishing, curing, removal of forms, backfill and final grading, topsoil and grass restoration to remove and/or replace existing concrete driveway aprons or install new concrete driveway aprons as indicated by the City Inspector. Any adjacent infrastructure damaged by the removal/replacement under these items will be incidental to the bid price of the appropriate item and done at the expense of the Contractor. Refer to City of Rockville Standard Details CM-1.1 and1.2; CM-2.1 and 2.2 for commercial (9-inch thick) aprons; SF-1.1 and 1.2; SF2.1 and2.2 for residential (7-inch) aprons. **All new concrete aprons installed shall be MDSHA Mix No. 6.**

PAY ITEM NO. 20 THROUGH 23 – CAST IN PLACE PERVIOUS CONCRETE

- Pay item No. 20 – Remove, dispose, and replace 4" pervious concrete
- Pay item No. 21 – Furnish and install new 4" pervious concrete
- Pay item No. 22 – Remove, dispose, and replace 7" pervious concrete
- Pay item No. 23 – Furnish and install new 7" pervious concrete

Contractor shall furnish and install pervious concrete in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the City at the contract unit price per square yard (S.Y.) for the bid items No. 20 thru No. 23 for the various items of work listed in each bid line item. Payment shall include all pervious concrete, filter fabric, excavation, backfill, disposal of excess or unsuitable material, forms, reinforcement when specified, joints, sealer, compaction, curing, finishing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

The company specializing in performing work the installation of pervious concrete shall have a minimum two years documented experience. The pavement crew supervisor shall be certified by the NRMCA as Pervious Concrete "Installer" and shall be on-site during any placement of pervious concrete. At least two additional NRMCA Certified "Technicians" shall be part of the pavement crew. Contractor shall provide these certifications to the City before work on the pervious concrete can begin.

Aggregate base shall be specified on the plans and in Section 901 of the MSHA Standard Specifications. Portland Cement Concrete and Related Products shall be as specified in Section 902 of the MSHA Standard Specifications. Pervious Concrete sidewalk shall be in accordance with SHA Mix "PC", and check dam concrete shall be in accordance with SHA Mix 3. Pervious Concrete shall have a void content of 17% to 23% and shall have a density of 100 to 125 lbs/ft^3. The pervious concrete mix submittal should document the density of the pervious concrete relative to the void content that complies with the specified requirements. The void content and the density will be verified in the field in accordance with ASTM C 1688: Standard Test Method for Density and Void Content of Freshly Mixed Pervious Concrete. Construction shall be in accordance with Section 603.03 of the MSHA Standard Specifications, and the following:

1. Verify stripped subgrade is acceptable and ready to support paving and imposed loads. Verify that the gradients and elevations of the base are correct.
2. Permeable Non-Woven Geotextile Filter Fabric shall be installed on the sidewalls of the cleaned excavated section and pinned to be held in place temporarily while installing stone and concrete.
3. AASHTO No 2 Stone Base: Place stone base in excavated section. Thickness of the aggregate base shall not be less than 12 inches, or greater than 18", as specified on the plans.
4. AASHTO No 57 Stone Capping Layer: Placed and tamped to 2" thick.
5. Concrete Preparation: Moisten capping layer to minimize absorption of water from fresh concrete.
6. Concrete Forming: Place and secure forms to correct location, dimension, profile and gradient. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
7. Placing Concrete: Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
8. Concrete Finishing: Pervious concrete requires specific equipment for compaction and jointing. Rolling compaction shall be achieved using a hydraulically actuated rotating tube screed. Small areas may be compacted using a plate compactor that has a surface area of at least 2 square feet and exerts a minimum vertical pressure of 10 psi on the pavement surface through the use of a temporary 3/4-inch plywood cover. Contraction joints shall be formed by using a rolling joint tool or by saw cutting per ACI recommendations. Tooled jointing can be used using the new deeper bladed hand jointers.
9. Concrete Curing: Place surface evaporation retarder and sheet materials on exposed concrete surfaces immediately after finishing. Sheet materials are to remain in-place a minimum of 7 days.
10. Joint Sealing: Separate pavement from vertical surfaces (isolate joint) with 6 mil poly or construction paper.
11. Performance: Project is accepted for production when mix design, unit weight, field testing and test panel evaluation are performed satisfactorily. After core samples are taken during field quality control testing, if any section does not pass, then the section shall be removed and replaced at no additional cost to the Owner.
12. Protection: Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury. Do not permit vehicular traffic over pavement for 14 days minimum after finishing. Protect the pervious concrete from contamination by debris and other fine particles until project completion through the use of sheet materials and barricades or other methods acceptable to the Owner.

PAY ITEM NO. 24 – REMOVE AND DISPOSE OF EXISTING ASPHALT ROADWAY

This item is intended to be used at the direction of the City inspector. This item is not to be combined with asphalt patching items where removal of the existing asphalt is already included in that unit price. This item includes the complete removal and disposal of the complete roadway, including all surface course, base courses and compacted subgrade. This item includes all backfill with earth, topsoil, grading, compaction, and seed restoration. Payment is by the cubic yard (C. Y.)

PAY ITEM NO. 25 - SAW CUTTING

In general, all saw cutting is considered incidental to the many removal and demolition items listed in the bid form. This bid item for saw cutting existing asphalt and/or concrete shall be used at the sole discretion of the City and will be paid for only when approved in advance, in writing by the City.

The work will include cutting to the full depth of the concrete or asphalt being removed. Saw cutting will only be paid when specifically directed by the City Inspector. All saw cutting required for normal removal of existing infrastructure is considered incidental to the unit price bid for removal and replacement of each item. Payment is by the linear foot (L. F.)

PAY ITEM NO. 26 – STORM DRAIN INLET TOPS

Remove, dispose and replace existing reinforced concrete storm drain tops (primarily Type A and COG style inlets where the existing construction is brick walled with a poured in place or precast top slab only. Payment is by the square yard (S. Y.)

Payment includes replacing the re-bar, the front-face angle iron, access frame and cover, and painting all exposed metal surfaces, after proper preparation, with 2 coats of Rustoleum High Performance Enamel Paint, color to be "Light Machine Gray"

PAY ITEM NO. 27 – EXISTING INLET THROATS

Remove, dispose and replace existing concrete gutter throats complete, in-place, including top-slab supports. Payment is by the Linear Foot (L. F.)

PAY ITEM NO. 28 THROUGH 31 – HOT MIX ASPHALT PATCHES

Hot Mix Asphalt (HMA) patching shall be paid for at the unit prices bid for the following line items:

- Pay item No. 28 - Furnish and install HMA **base** mix (MDSHA Superpave 25mm, PG64-22, Level 2) for small patches by hand for both partial depth patches (PDP) and full depth patches (FDP)
- Pay item No. 29 - Furnish and install HMA **surface** mix (MDSHA Superpave 12.5mm, PG64-22, Level 2) for small patches by hand for both partial depth patches (PDP) and full depth patches (FDP)
- Pay item No. 30 - Furnish and install HMA **base** mix (MDSHA Superpave 25mm, PG64-22, Level 2) for small patches by machine for both partial depth patches (PDP) and full depth patches (FDP)
- Pay item No. 31 - Furnish and install HMA **surface** mix (MDSHA Superpave 12.5mm, PG64-22, Level 2) for small patches by machine for both partial depth patches (PDP) and full depth patches (FDP)

For all project locations, if existing paving is damaged by the construction activity, the full depth patch (surface and base course asphalt) shall extend over to the damaged area.

All materials shall conform to the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, dated July 2020, and any addenda thereto (hereafter referred to as SHA Standard Specifications.

- Tack Coat – Section 904
- Aggregate – Section 901, Table 901C and 901D for HMA
- Hot Mix Asphalt (HMA) – Section 904
- Crack Filler – Section 911.01
- Production Plant – Section 915

The existing asphalt pavement shall be removed to the full depth and the full perimeter of the designated area as marked by the City Inspector. The existing paving shall be cut by means of a perpendicular saw cut or other acceptable method as approved by the City Inspector. The area removed shall be neatly and squarely removed with no ragged edges or damage done to the surrounding asphalt areas. All saw cutting and demolition work will be incidental to the unit price bid for the HMA patch items.

Weather Restrictions: Refer to SHA Standard Specs. Section 504.03.02

Subgrade Preparation: The City Inspector shall evaluate the existing subgrade to determine if it is suitable as a foundation for the patch. If it is determined to be suitable but unstable, it shall be compacted as specified in SHA Standard Spec. Section 501.03.10 to the satisfaction of the City. If it is determined to be unsuitable, it shall be removed and replaced with aggregate base conforming to SHA Standard Spec. Section 501. The replacement aggregate material shall be compacted in layers of 4-inches maximum depth each layer. At the contractor's option, HMA may be substituted for graded aggregate base. The Contractor shall haul the existing asphalt material that is removed away from the repair site immediately.

Protection of the subgrade after preparation shall be the responsibility of the Contractor. No payment will be made for removal and replacement of subgrade that was not protected properly.

Emergency Filler: The Contractor shall have readily available enough graded aggregate to completely fill the void of the repair area. The material shall be subject to the approval of the City Inspector and shall be placed and compacted in the void. The material shall be removed immediately prior to placement of the HMA.

Patch Construction: Prior to placing the HMA, the exposed vertical surface of all adjacent pavement shall be thoroughly cleaned, and tack coated in conformance with SHA Standard Spec. Section 504.03.04. HMA shall be placed in lifts not exceeding three (3) inches each. The HMA shall be placed and spread by shovel, rake or other method as approved by the City Inspector. The finished surface of the HMA patch material shall match the existing grade of the surrounding roadway surface. HMA shall not be placed on frozen subgrade.

Hot mix asphalt patches shall be measured and paid for at the Contract unit price per Ton for all material installed and accepted by the City Inspector. Waste material and material rejected by the City inspector will not be paid for. All payments will be verified by delivery tickets signed by the city inspector and retained by the inspector for payment reference. Payment will be full compensation for all material, labor, equipment, tools and incidental items necessary to complete the work.

PAY ITEM NO. 32 – GRADED AGGREGATE BASE (GAB)

Furnish, install and compact graded aggregate base (GAB) in trenches and patches as directed. Includes all excavation, excess material disposal off site, compaction, etc. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

PAY ITEM NO. 33 – HMA FOR PATHWAYS

Furnish and install hot mixed asphalt (HMA) for pathways. 2-inch asphalt surface mix 9.5mm and 4-inch 25mm base mix, compacted in place. Excavation and grading not included. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

PAY ITEM NO. 34 – RESTORATION (WHEN DIRECTED) – SOD INSTALLATION

In general, all restoration shall be incidental to the unit price bid for the various pay items listed in the bid form.
Sod shall be installed from March 1 to May 31 and from September 1 to November 15 only. Do not place sod on frozen subgrade.
Sod shall be machine cut, with a uniform thickness of from ¾-inch +- ¼-inch, excluding top growth and thatch. Sod shall be strong enough to support its own weight when lifted by ends. Sod type should match existing grass growth.

Loosen subsoil to a depth of 6-inches. Remove objectionable material such as stones, clods, brush, roots and trash from the top 4-inches of soil. Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #32.

Sod should be delivered within 24-hours of cutting and installed within 36 hours of cutting. Place sod panels in neat rows, stager joints and generally place along the contour.

Contractor will water sod as needed to assure its viability

Sod placed under this pay item shall be at the written direction of the City. Sod placed by the contractor at their convenience will be considered incidental to the work. Furnish and install sod, complete, in-place, per WSSC Specification section 02920. Payment per square yard (S. Y.)

PAY ITEM NO. 35 - RESTORATION (WHEN DIRECTED) -GRASS SEED MIX

In general, all restoration shall be incidental to the unit cost bid for the various pay items listed in the bid form. This pay item is to be used only at the direction of the City Inspector and only when authorized in advance in writing.

The following specification applies to all seeding restoration, whether incidental or as directed by the City.

The Contractor shall furnish all labor, equipment, supervision and materials necessary for restoring and seeding disturbed areas as directed by the City Inspector. All ruts and disturbed area shall be filled in and property graded, seeded and mulched.

Permanent seed mix shall meet the MDSHA requirements for Turfgrass, section 705 Standard Specifications for Construction and Materials

All seed is to be certified. The seed shall be applied at a rate of 10-lbs. minimum per 1000 square feet. All seed shall have a minimum purity of 95%, minimum germination of 90%. A maximum other crop content of 0.1 % and maximum weed content of 0.1 %.

The City reserves the right to have the existing or placed topsoil tested for soil amendments as necessary or needed. In lieu of soils testing, Organic Fertilizer (5-3-4) shall be applied at the rate of 1 lb. Per 50 sq. ft.

Seed bed preparation must be accomplished by either manual or mechanical means. Loosen all soil to a depth of 3-inches and remove all stone and rock greater than ¾-inch in diameter. Seed must be evenly distributed and to a depth of no more than ¼-inch. Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #30.

The organic fertilizer must be 100% organic based fertilizer, free of synthetic materials. The fertilizer must be derived of fish by-products, cottonseed meal, alfalfa meal, feather meal, rock phosphate, kelp meal, cocoa meal, blood meal, dried whey, natural nitrate of soda, natural sulfate of potash, and magnesium sulfate.

Guaranteed Analysis:

Total Nitrogen (N)	5.0%
Water Soluble Nitrogen	1.5%
Water Insoluble Nitrogen	3.5%
Available Phosphate (P2O2)	3.0%
Soluble Potash (K2O)	4.0%

The fertilizer must be granular, free flowing and suitable for application with approved equipment. Fertilizer must be delivered to the site, fully labeled in accordance with Maryland State Law and must bear the name, trade-mark or trade name and warranty of the producer. Fertilizer application shall be an incidental cost to the unit pricing for the various seed mix applications.

Soil Stabilization (Mulch) matting shall be **Curlex Net Free 0.50 lbs./s.y.** Soil Stabilization Matting must be bio-degradable within 12 months and placed and "pinned" immediately after placement of the seed but in no case, more than 24 hours after seed placement. Matting and pinning shall be incidental to the cost of the seed bid item.

Initial watering shall be completed immediately after placement of the soil stabilization matting. Follow-up watering shall be made at the Inspectors direction. 95% germination of seed is required. The cost of all watering shall be incidental.

Any areas outside the specified work areas, where the vegetation has been accidentally destroyed and/or the ground disturbed by the Contractor (tire ruts and more), shall be restored by the Contractor as described above at the Contractor's expense.

PAY ITEM NO. 36 – SCREENED TOPSOIL

Furnish and install screened, natural topsoil, including all sub-grade preparation, placement, spreading, surface preparation in accordance with MDSHA specifications, section 701 and section 920.01.02 or as directed. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

PAY ITEM NO. 37 – SELECT BORROW BACKFILL

Furnish and install select borrow backfill, including compaction, per MDSHA Specifications. Minimum 105 pcf unit weight required. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

PAY ITEM NO. 38 – MDSHA PORTLAND CEMENT CONCRETE PAVING

Furnish and install Portland Cement Concrete Paving (minimum 9-inch thick). Includes all excavation, reinforcing steel, tie bars, all labor and materials. Installation as per MDSHA Standard Specifications. Payment is by Cubic Yard (C. Y.)

PAY ITEM NO. 39 – BRICK CHANNELS IN MANHOLES and INLETS

Remove, dispose and replace existing masonry brick channels in existing inlets and manholes. Complete in-place. Payment is by the cubic foot (C. F.)

PAY ITEM NO. 40 – EXISTING BRICK RETAINING WALLS

Remove, dispose and replace existing brick on retaining walls. This item is generally used to make minor, small area repairs to existing walls. New retaining walls are generally unit block masonry walls as noted below. Large scale replacement of existing brick walls will be negotiated based on existing conditions. Price per square foot per exposed face (S. F. F.)

PAY ITEM NO. 41 – MASONRY UNIT BLOCK RETAINING WALLS

Furnish and install masonry unit block retaining wall system. Including all excavation, filter cloth, aggregate base, leveling course, ties, reinforcing, aggregate backfill. Installation per manufacturers installation requirements. Maximum height of 4-foot. Block to be "keystone, standard unit, straight face, buff color. Additional details in appendix. Payment is by square foot / vertical wall face.

PAY ITEM NO. 42 – STANDARD GABION BASKETS

Work consists of all labor, materials, equipment, and services necessary for and incidental to replacing existing gabion baskets or the installation of new baskets as directed by in the field by the City. Refer to the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition, and any addenda thereto, Section 313.03.

MATERIALS

- ***Stone*** **–** Gabion stone shall be as specified to meet the requirements of MSHA Section 901.05
- ***Wire*** **–** The wire shall have a minimum tensile strength of 75,000 psi when tested as specified in ASTM A641. All wire sizes and mesh spacing shall be as recommended by the manufacturer. Tie and connecting wire shall also conform to this Specification.
    - Stainless steel rings fasteners may be used instead of, or to complement standard lacing wire. Stainless steel rings for PVC coated wire mesh shall be in accordance with ASTM A975 section 6.3. The spacing of rings shall be in accordance with ASTM A975 Table 2, Panel to Panel Connection, Pull-Apart Resistance. Ring fastener spacing shall not exceed 6 inches. The ring diameter shall be 0.118 inches.
    - Galvanized coating for fabric, ties and connecting wire shall as specified in ASTM A975 and shall comply with Style 3 Coating, Galvanized and PVC Coated Steel Wire.
    - Polyvinyl Chloride (PVC) Coating for Gabions. PVC coating for fabric, ties and connecting wires for gabions shall conform to Federal Standard 595, gray color No. 26440.

Remove any loose material from within broken or undercut gabion baskets. Carefully excavate around footer stones removing loose or protruding material. Do not attempt to remove rocks already wedged in place. Base stone shall be packed tightly under gabion baskets creating a secure and even footer. All base stone shall be chinked to reduce voids.

Broken or collapsing baskets will be removed and replaced with new PVC coated wire baskets. Missing or loose stone within baskets will be replaced or resituated to insure a uniform surface free of bulges.

This item will be measured and paid for at the Contract unit price per Cubic Yard (C. Y.) of new baskets installed. The payment will be full compensation for all wire mesh, lacing wire and fasteners, gabion stone, disposal of removed baskets and excess material, and any other material, labor, equipment, tools and incidentals necessary to complete the work.

PAY ITEM NO. 43 – FURNISH AND INSTALL MDSHA #57 STONE

Furnish and install MDSHA #57 aggregate for subgrades and / or backfill as directed. Price includes all excavation and off-site disposal of excess and waste material. Price is per Ton.

PAY ITEM NO. 44 – FURNISH AND INSTALL #2 STONE

Furnish and install #2 aggregate, as defined by ASTM C33, for subgrades and / or backfill as directed. Price includes all excavation and off-site disposal of excess and waste material. Price is per Ton.

PAY ITEM NO. 45 – VARIABLE MESSAGE SIGN (VMS)

Provide Variable Message Sign (VMS) including delivery, set-up, programming, maintenance, appurtenances, continuous daily 24-hour operation and removal. Each VMS will be a solar powered, 3-line message face, full sized, trailer mounted. Payment is each/per day.

PAY ITEM NO. 46 – MISCELANEOUS UNCLASSIFIED EARTH EXCAVATION (ROCK EXCAV. IN STIPULATED ITEMS)

Miscellaneous unclassified earth excavation, including stockpiling on-site, reuse and disposal of excess material. Payment is by the Cubic yard (C.Y.)

***STIPULATED CONTINGENT PAY ITEMS* (do not provide pricing)**

Items below are designated as Stipulated and Contingent pay items on the bid proposal form and are marked with an asterisk (*). The quantity may be increased, decreased or not used in its entirety at the sole discretion of the City. The contractor hereby accepts the unit prices stipulated by the City and included on the bid form with the submittal of the bid.

PAY ITEM NO. 47* – HMA SPEED HUMP CONSTRUCTION

Install asphalt speed hump as per Montgomery County detail provided in Appendix A. Cost to include all materials, equipment, tools, stripping, grinding of existing asphalt surface and compaction. Cost is at the stipulated price per TON.

PAY ITEM NO. 48* – VERTICALLY ADJUST SEWER MANHOLE FRAME and COVER

Vertically adjust (raise) existing sewer manhole frame and cover up to 4 –inches vertically as per City of Rockville standard detail SM-1 (see appendix A). Including all labor and materials (not including asphalt). Payment is for each adjustment at the stipulated price.

PAY ITEM NO. 49* – VERTICALLY ADJUST WATER VALVE BOX TOP FRAME and COVER

Vertically adjust (raise) existing water valve box top frame and cover, up to 4-inches vertically as per City of Rockville standard detail WV-1 (see appendix A) Includes all labor and materials (not including asphalt). Payment is for each adjustment at the stipulated price.

PAY ITEM NO. 50* – VERTICALLY ADJUST WATER METER CROCK

Vertically adjust (raise) existing water meter crock (not adjusting water meter, only the crock) up to 6-inches vertically. Includes all excavation, labor, materials necessary to adjust frame and cover to final grade. Payment is for each adjustment at the stipulated price.

PAY ITEM NO. 51* – VERTICALLY ADJUST SANITARY SEWER CLEAN-OUT

Vertically adjust (raise) existing sanitary sewer clean-outs on residential properties up to 6-inches vertically to reset cleanout tops to new finished grades. Payment is for each cleanout at the stipulated price.

PAY ITEM NO. 52* - FURNISH AND INSTALL 4' INSIDE DIMENSIONED TYPE "B" MANHOLE (MONTGOMERY CO. DESIGN STANDARD 515.01)

Install 48" inside dimensioned Storm drain Manhole per the Montgomery County Book of Design Standards February 2001.

Refer Montgomery County Book of Design Standards Latest Version, Standard No. MC-515.01, "B" Manhole.

Refer to these specifications and MSHA "Standard Specifications for Construction and Materials" Latest Version, Section 301 — Class 3 Excavation for Incidental Construction, AND Section 302 — Selected Backfill

This item will be measured and shall be paid for at the STIPULATED unit price per vertical foot of manhole required. Measurement shall be from one (1) foot below the lowest invert pipe elevation to the top finished grade of the frame and cover. The payment will be full compensation for complete installation of Manhole, including all materials, excavation and backfill, labor, equipment, tools, and other incidentals to complete this work.

PAY ITEM NO. 53* – STANDARD TYPE-C CONCRETE HEADWALL (MSHA STANDARD NO. MD-354.01)

Provide and install or construct Standard MDSHA Type-C Concrete headwall as directed by the City at the Stipulated Unit Price per Cubic yard of concrete required. Price includes re-bar. Contractor has the option to cast-in-place or provide pre-cast headwall.

Refer to these specifications and MSHA "Standard Specifications for Construction and Materials" Latest Version, Section 301 — Class 3 Excavation for Incidental Construction, Section 302 — Selected Backfill, Section 305 — Miscellaneous Structures.

This item will be measured and paid for at the Stipulated Contract unit price per cubic yard of concrete required for the appropriate pipe size. Excess concrete will not be counted. The payment will be full compensation for complete installation of the concrete headwall, including all excavation, backfill, materials, labor, equipment, tools, and other incidentals to complete this work.

PAY ITEM NO. 54* thru 57* - STORMDRAIN INLETS (MDSHA DESIGN STANDARDS MD 374.04)

Install Storm-drain Inlets at the stipulated unit prices and as directed by the City per the MDSHA Standard drawings listed and per the MDSHA Standard Specifications for Construction and Materials dated July 2008.

- Pay item 54*, MDSHA Standard No. MD-347.04, Standard WR Inlet (max 6-foot depth)
- Pay item 55*, MDSHA Standard No. MD-374.31, Standard COG Inlet w/ 5-foot throat (max 6-foot depth)
- Pay item 56*, MDSHA Standard No. MD-374.41, Standard COS Inlet w/ 5-foot throat (max 6-foot depth)
- Pay item 57*, MDSHA Standard No. MD-378.11, Standard Type-K inlet w/ grate (max 4-foot depth)

Refer to these specifications and MSHA "Standard Specifications for Construction and Materials" Latest Version, Section 301 — Class 3 Excavation for Incidental Construction and Section 302 — Selected Backfill
These items will be measured and shall be paid for at the Stipulated Contract unit price per each (EA) for the above referenced line items for the type of inlet installed. The payment will be full compensation for complete installation of the inlet, including all materials, excavation and backfill, labor, equipment, tools, and other incidentals to complete this work. Measurement will be from the bottom of the inlet base to the top of the inlet Frame and Cover or grate.

PAY ITEM NO. 58* – WSSC STANDARD FIELD CONNECTION
Construct standard WSSC field connection, up to 21-inch diameter RCP, in place, including excavation and backfill at the stipulated lump sum price for each connection.

PAY ITEM NO. 59* – CONSTRUCT STANDARD CONCRETE STAIRWAY
Construct standard concrete stairway per MDSHA detail 657.00, including re-bar at the stipulated unit price per cubic foot (C. F.)

PAY ITEM NO. 60* thru 63* FURNISH AND INSTALL CLASS IV REINFORCED CONCRETE PIPE (RCP)
Furnish and install Class IV Reinforced Concrete Pipe (RCP) as directed by the City at the Stipulated Unit price per Linear Foot (L. F.) for the diameters listed:

- Pay Item No 60*, 15-inch diameter
- Pay item No. 61*, 18-inch diameter
- Pay item No. 62*, 21-inch diameter
- Pay Item No. 63*, 24-inch diameter

Joints shall be tongue and groove and shall be rubber gasketed. Joints shall be wiped with mortar. Mortar shall be applied to the outside of all pipe joints. Install pipe collar as specified on the Approved Plans.

Refer to MSHA "Standard Specifications for Construction and Materials" Latest Version, Section 303 — Pipe Culverts, Section 301 — Class 3 Excavation for Incidental Construction, and Section 302 — Selected Backfill

This item will be measured and paid for at the Stipulated Contract unit price per Linear Foot (LF) for the size of pipe required. The payment will be full compensation for complete installation, including all excavation, backfill, materials, labor, equipment, tools, and other incidentals to complete this work.

PAY ITEM NO. 64* – ROCK EXCAVATION
Used only at the City Inspectors direction. Rock that is too dense to be removed with normal construction equipment shall be paid for at the stipulated unit price per cubic yard (C. Y.)

PAY ITEM NO. 65* – MISCELANEOUS HAND EXCAVATION AS DIRECTED (TEST PITS)
This item is intended only for situations where the City Inspector directs the contractor to perform hand excavation only. Methods shall be as specified by Maryland Department of Transportation, State Highway Administration, and Standard Specifications for Construction and Materials latest addition and any addenda thereto, Section 205 Test Pit Excavation. All test pit locations must be approved by the City prior to initiation. Test Pits at the Contractors discretion and as part of the Contractors normal safety compliance and good work practices are encouraged but are not compensated for under this pay item and are considered incidental to the work being performed.

This item shall be measured and paid for at the Stipulated Contract unit price per Cubic Foot (C. F.) for "Miscellaneous hand excavation". Payment will be full compensation for all material, labor, equipment, tools and incidental items necessary to complete the work.

PAY ITEM NO. 66* – COLD PATCH (TEMPORARY PATCHING)

Provide and install for temporary patching at the sole direction of the City Inspector, High-Performance Asphaltic Cold Patch in compliance with Manufacturers' directions. Material shall be appropriate for use in all weather conditions. Payment is at the stipulated unit price per ton.

PAY ITEM NO. 67* AND 68* - SEDIMENT CONTROL

- Pay item No. 67*- Furnish, install and maintain "gutter buddy" as manufactured by ACF Environmental or approved equal inlet protection per manufactures specifications and details.
- Pay item No. 68* – Furnish and install silt fence as specified and detailed on WSSC detail SC-1.0 (entrenched)

For most work under this contract, sediment control measures will be required only where directed by the City Inspector. The Contractor shall provide sediment control measures, such as silt fence or inlet protection, including maintaining all controls and removal following completion of the work at the Stipulated unit price shown on the bid form. The Contractor shall be responsible for notifying the City Inspector prior to removing sediment control facilities and under no circumstance shall any sediment control be removed without written approval from the City Inspector.

All sediment control measures shall conform to 2011 Maryland Standards and Specifications for Soil and Sediment Control

During construction, the Contractor shall make periodic inspections and maintain sediment control structures, including cleaning silt fences as directed to ensure that the intended purpose is accomplished. Under no circumstances shall sediment be allowed to enter onto private properties.

When directed in the field by the Inspector, the Contractor shall be required to make adjustments in location and/or increase or decrease quantities of sediment control measures and provide temporary stabilization measures as directed. Payment for same shall be included in the unit price bid for each sediment control item.

PAY ITEM NO. 69* – TEMPORARY TREE PROTECTION/HIGH VISIBILITY FENCING

When directed by the City Inspector, install protective fencing as described herein. Furnish, install, maintain, and remove tree protection fence and pedestrian fence as directed by the City, including City Forestry Inspector. Temporary protective fencing installed by the contractor for the contractor's own purposes, such as protection of the work area for pedestrians and for the contractor's normal convenience and safety protocols is incidental to the various unit prices bid.

MATERIALS

- Steel posts shall be conventional "T" or U Channel, 6' length or
- Wood Posts, 2"x2"x6'
- Fence Fabric will be international orange, high density polyethylene diamond mesh with a maximum width opening of 1-1/2 inches. Mesh will be 4-feet in height with a roll weight of 20 lbs. per roll for a 50-foot roll.
- Ties – Tension wire or rope

This item will be measured and shall be paid for at the Stipulated Contract unit price per linear foot (LF) for the bid item "Temporary Tree Protection/High Visibility Fencing." The payment will be full compensation for furnishing, placing, maintaining and removal upon completion of the protective fence including all materials, labor, equipment, tools and other incidentals necessary to complete the work.

PAY ITEM NO. 70* - PRESSURE INJECTED EPOXY CRACK REPAIR

Epoxy injection is limited to cracks with a maximum width of ¼-inch and shall include the furnishing and placing of an epoxy crack sealer injected under pressure at locations as directed by the City Inspector. The epoxy resin shall comply with MDSHA Specifications section 921.04, C-881, type 1. Epoxy shall be placed when ambient and surface temperatures are 50 degrees or warmer. Epoxy shall be installed in accordance with the manufacturers' recommendations. The epoxy injection equipment shall be a positive displacement pump system.

Payment is by the linear Foot (L. F.)

PAY ITEM NO. 71* - TROWEL GRADED MORTAR REPAIRS

Provide and install fiber reinforced mortar at a consistency to allow placement by trowel and designed for overhead use. Use Type II Portland cement meeting MDSHA Section 902.03. Use fine aggregate meeting the Fine Aggregate-Portland Cement Concrete requirements of MDSHA Section 901.01. Applied mortar must have a 28-day compressive strength of from 4,500 to 9,000 PSI. Color shall match existing surface.

- Construction shall be as noted in MDSHA Section 423.03
- Synthetic Fibers shall comply with MDSHA Section 902.06.06
- Curing Materials shall comply with MDSHA Section 902.07
- Mortar for Grout shall comply with MDSHA Section 902.11 (a) or (b)
- Reinforcement (when required) shall comply with MDSHA Section 908.01, 908.02 and 908.08
- Water shall comply with MDSHA Section 921.01

Payment is by the cubic Foot (C. F.) and will be full compensation for all removal of existing deteriorated concrete, furnishing and placing trowelable mortar, and for all materials, labor, equipment, tools and incidentals necessary to complete the work. Reinforcing steel, when required, will be priced separately based on the scope of work required. This additional work for reinforcing steel will include cleaning existing reinforcing steel, furnish and install new reinforcing steel as required, drilling and grouting holes, and furnishing and installing wire fabric.

END OF SECTION

TECHNICAL SPECIFICATIONS

GROUP II - REQUIREMENTS CONTRACT FOR CONSTRUCTION, REPAIR, AND MAINTENANCE OF CONCRETE AND BRICK INFRASTRUCTURE AND MISCELLANEOUS APPERTENANCES

Professional Certification. I hereby certify that these Documents were prepared or approved by me, and that I Am a duly licensed Professional Engineer under the laws Of the State of Maryland.



License No. **22462**, Expiration dated **09/17/2021**

GENERAL SITE WORK

1. CUTTING EXISTING ASPHALT OR CONCRETE SURFACES

The Contractor shall cut all existing asphalt and/or concrete surfaces with a power saw, such as a carborundum saw or diamond core drill, in such a manner as to create a tight, neat, straight water sealed joint. No "jackhammering" or tearing of the existing surfaces will be allowed. The Contractor shall protect all adjacent surfaces as necessary.

2. TESTING OF MATERIALS

The City reserves the right to test all materials and construction performed under this contract. Testing shall be generally limited to:

- Taking and /or collecting samples of soil and/or other backfill materials for proctor tests.
- Performing proctor tests in a lab.
- Performing compaction tests on site
- Taking concrete cylinder samples and testing compression strength.
- Asphalt sampling and compaction testing

Although the Contractor will not be directly responsible for this testing and sampling, it is required that he fully cooperate with the City and/or the testing company in accomplishing these tasks.

Employment of a testing agency in no way relieves the Contractor of his responsibility and obligation to comply with all aspects of this contract and to perform all work in a proper, acceptable and workman like manner and doing all such work in full compliance with these contract documents.

3. DEMOLITION

Demolition shall generally be limited to removal of existing asphalt, concrete or brick/block pavers and bedding sand as delineated and/or directed by the City Inspector in the field. Generally, these materials are to be disposed of legally by the contractor however certain items will remain the property of the City and as such must be retained on site or delivered to the City's Maintenance Facility located on Rothgeb Drive off of East Gude Drive, in Rockville. These items include existing concrete paver stones, brick pavers, granite curbstones, traffic poles and/or signs, parking meters, streetlights (including poles, standards and fixtures), trash receptacles (including mounting anchors)

4. UNSUITABLE MATERIAL

Immediately notify the City Inspector in the event unsuitable earth is encountered during earthwork or subsequent construction operations at or just below the final sub-grade elevation. Stop all work within the immediate vicinity of the unsuitable material. Do not remove any unsuitable material without obtaining written authorization and proper measurements from the City Inspector. Unsuitable material shall be removed from the site as soon as possible.

5. EXCAVATED MATERIAL STORAGE

Stockpile select excavated materials on site in a safe manner so as not to impede pedestrian or vehicular traffic. The City Inspector shall approve stockpile locations. Shape and grade stockpiles to prevent surface water ponding. Stabilize stockpiles as necessary or as directed by the City Inspector.

6. FILL PLACEMENT

Do not place fill materials on soft or frozen sub-grade. Place fill materials in 4 inch to 6 inch lifts and thoroughly compact to a minimum of 95% by T-99C method. Grade all areas to a smooth and uniform surface.

MATERIALS

1. UNIT PAVERS

Brick Unit Pavers for Walkways: Solid (un-cored) pedestrian and light traffic paving brick complying with ASTM C 902, Class SX, Type I, Application PS, with a minimum compressive strength of 8,000 psi. Provide and install Modular size 3-5/8" x 7-5/8" x 2-1/4" brick pavers, with wire cut side down, as or equal to Glen-Gery 53DD Modular Solid units as manufactured by the Glen-Gery Mid-Atlantic plant.

Concrete Unit Pavers, General: Solid, dense concrete paving units made from a "no slump" concrete mix cast under extreme pressure with high frequency vibration to achieve a compressive strength exceeding 8,000psi, and that meets or exceeds applicable requirements of ASTM C 936

Maximum Water Absorption: 5%.

Freeze-Thaw Properties: Meeting or exceeding the requirements of Section 8, ASTM C 67.

Concrete Unit Pavers, Type A: Provide concrete unit pavers as or equal to the following sub-types in locations shown or directed:

Type A-1 Pavers: Balcon, Inc. "Holland-Stone" pavers for vehicle traffic Areas, 4" x 8" x 3-1/8" thick nominal size, "Burnie Blend" color and texture.

Type A-2 Pavers: As A-1 paver specified above, of same dimensions, color, and texture, but with scored groove across mid-point of face to simulate a sand-filled, finger-tight installation joint.

Concrete Unit Pavers, Type B: As or equal to Balcon, Inc. "Holland Stone" pavers specified as Type A-1 above, except in 2-3/8" thickness for installation in pedestrian traffic areas only.

Concrete Unit Pavers, Type C: Provide concrete unit pavers as or equal to the following sub-types in locations shown or directed:

Type C-1 Pavers: Balcon, Inc., "Country Cobble" square faced pavers 6-1/4" x 6-1/4" x 3-1/8" nominal size, "Slate Blend" color pavers simulating a cobblestone appearance.

Type C-2 Pavers: As C-1 paver specified above, except in "Charcoal" color.

PORTLAND CEMENT MORTAR SETTING BED MATERIALS:

Portland Cement: ASTM C 150, Type II or I.

Aggregate: ASTM C 144 with a fineness module of 2.25 plus or minus 0.10.

Latex Additive: (water emulsion) described below, serving as replacement for part or all of gauging water, of type specifically recommended by latex additive manufacturer for use with job mixed Portland cement and aggregate and not containing a retarder. Latex Additive shall be Styrene butadiene rubber.

Water: Clean, free of materials detrimental to strength or bond of mortars.

2. MORTAR MIXES

General: Comply with manufacturers' instructions relative to mix proportions, mixing, equipment, mixing speeds, mixing containers, mixing time, and other procedures needed to produce setting-bed and joint materials of uniform quality and with optimum performance characteristics. Discard mortars and grout when they have reached their initial set.

Latex-Modified Portland cement Setting-bed Mortar: Proportion and mix Portland cement, aggregate, and latex additive for setting-bed to comply with directions of latex additive manufacturer and as necessary to produce stiff mixture with a moist surface when bed is ready to receive pavers.

Latex-Modified Portland cement Slurry Bond Coat: Proportion and mix Portland cement, aggregate, and latex additive for slurry bond coat to comply with directions of latex additive manufacturer.

3. GEOTEXTILE FABRIC
Geotextile fabric shall be Tensar "Geogrid BX1100" installed over compacted subgrade prior to installation of the graded aggregate base.

4. SAND RETENTION FABRIC
Mirafi 600X installed in locations as directed by the City Inspector.

5. AGGREGATE BASE COURSE
Graded Aggregate Base (GAB) shall meet ASTM D 2940 as modified by and in accordance with the Maryland State Highway Administration Standard Specifications for Construction and Materials section 903.03.

6. AGGREGATE SETTING BED MATERIALS
Sand for Leveling Course: Provide fine, sharp, hard, nonplastic aggregate complying with ASTM C 33. Furnish hard aggregate tested for degradation as follows and complying with the specified results:
Bedding Sand Degradation Test: Obtain 3 lbs. Samples of aggregate. Dry for 24 hours at 240 deg. F to 250 deg. F. Obtain 3 sub-samples, each weighing 0.5 lbs. By passing main sample several times through a riffle box. Perform a sieve analysis on each sub-sample in accordance with ASTM C 136 and record the results.

Remix each sub-sample and place in a nominal quart capacity porcelain jar with two 1-inch diameter steel ball bearings weighing 75 +- 5 grams each. Rotate jar at 50 rpm for 6 hours. Repeat the sieve analysis and record individual and average results.

Acceptable Results: For each sample tested, the maximum increase in percentages passing each sieve and maximum individual percent passing shall be as follows:

Sieve Size	Max. Increase	Max. Passing
No. 200	2%	2%
No. 100	5%	15%
No. 50	5%	35%

Sand for joints: Fine, sharp, hard masonry sand complying with ASTM C 144.

7. POLYMER ADHESIVE SETTING MATERIALS
For adhesive attachment of concrete unit pavers to cast-in-place concrete base, provide a one-part co-polymer rubber-based sealant as or equal to Pave Tech, Inc., "type 1 Flexible Paver and Retaining Wall Adhesive" that will cure to a firm rubber that will stretch and compress with joint movement.

8. FORMS FOR CONCRETE BASE WORK
Forms shall be steel, wood or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use sections that extend for the full depth of the pavement.

9. REINFORCING BARS
Deformed bars meeting ASTM A615, Grade 40.

10. CONCRETE

4000-PSI Concrete. Slump range 1-1/2 inch to 3 inches. Portland cement shall conform to ASTM C150, type I. Use type III when high early strength is desired.

11. EXPANSION JOINT MATERIAL

Free of bituminous compounds and meeting ASTM D1751 or flexible foam. Examples include Homosote Company, Homex 300 or W. R. Meadows, Ceramar, or approved equal.

12. SEALANT OVER JOINT FILLER

Shall be one of the following:

One part polyurethane, conforming to Federal Specification TT-S-230C, Type I, Class A. As manufactured by:

Mameco International, "Vulkum 45", gun grade, primer not required,
PRC, "6006"
Sonneborn, "SL-1"

Two-part polyurethane, conforming to Federal Specification TT-S-00227E, Type I, Class A. As manufactured by:

W. R. Grace, "Daraseal-U" with "2C" primer.
W. R. Meadows, "pourthane" with primer.
Sonneborn, "Sonolastic Paving Joint Sealant", with no. 733 primer.
Pecora, "Urexpan NR 200", with primer.

13. ADDITIVE FOR DARK GRAY CONCRETE

If required, shall be black iron oxide to match color of Type C-2 pavers. Color will vary according to wetness of mix; Davis Mineral Pigments can supply mix formula at 410-813-2800.

14. TOPSOIL

Topsoil shall be free of stones and lumps of clay. Topsoil shall have a minimum organic content of 3%. Topsoil may be salvaged from the original excavation subject to approval of the City Inspector.

PAVER INSTALLATION

1. SAMPLES FOR VERIFICATION

The City Inspector may require samples in full sized units of the various types, sizes, shapes and colors of pavers to be used be submitted to the City in advance of the Contractor placing the final order so that matching to existing pavers can be assured.

2. CERTIFIED TEST DATA FOR SAND LEVELING COURSE BEDDING

The City will require that the contractor submit a certification that the sand leveling/bedding material meets the requirements of this specification.

3. INSTALLER QUALIFICATIONS

The Contractor shall employ a qualified and experienced installer who has successfully completed unit paver installations similar in materials, design and nature of this project.

4. SINGLE SOURCE RESPONSIBILITY

Once a single source of supply is determined for each of the materials to be supplied for this project, the Contractor shall obtain said materials only from that source to assure consistency of color, size, and general quality of the various materials.

5. FIELD CONSTRUCTED MOCK-UPS

Prior to installation of new unit pavers for new streets or walks, the Contractor shall construct a field mock-up of each type, form or pattern of unit pavers required to verify selection made under sample submittals. Mock-ups shall be a minimum of 4 square feet (2'x2'). Build mock-ups using materials and same base construction including special features for expansion joints and contiguous work as indicated for the final unit of work. Maintain mock-up until approval is obtained from the City Inspector. Disapproved mock-ups shall be immediately removed from the site or destroyed on site.

6. PROTECTION OF UNIT PAVERS, AGGREGATE, MORTAR AND GROUT

Protect all unit pavers and aggregate bedding materials on site during storage and construction against wetting by rain, snow or ground water and against soiling or contamination from earth and other materials. Protect all mortar and grout materials from deterioration by moisture and temperature. Store all mortar and grout in a dry location or a waterproof container. Keep containers tightly closed and away from open flame. Protect liquid components from freezing.

7. COLD WEATHER CONDITIONS

Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing. When using Latex Modified Portland Cement Setting Beds, protect unit paver work against freezing when atmospheric temperature is 40 deg F (4 deg C) and falling. Heat materials and provide temperature protection of completed portions of unit paver work. Comply with the International Masonry All-Weather Councils "Guide Specification for Cold-Weather Masonry Construction," Section 04200, Article 3.

8. HOT WEATHER CONDITIONS

Protect unit paver work when temperature and humidity conditions produce excessive evaporation of setting beds. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F (38 deg C) and above.

9. AVAILABLE MANUFACTURERS

Subject to compliance with requirements, manufacturers offering products, which may be incorporated in the work, include but are not limited to the following:

Brick Pavers:	Glen-Gery Corporation
Concrete Pavers:	Balcon, Inc.
Latex-Portland Cement Mortars and Grouts:	American Olean Tile Co., Inc. Boardi Products Corp. Bostik Construction Products Div., Emhart Chemical Group. Custom Building Products. Laticrete International, Inc. L and M Mfg. Inc. Mapei Corp. Southern Grouts and Mortars, Inc. Summitville Tiles, Inc.
Polymer Adhesive:	Pave Tech, Inc. Sashco Sealants

10. EXAMINE EARTH SUBGRADE

Examine prepared and compacted subgrade indicated to receive unit pavers, with installer present, to for compliance with requirements for installation tolerances and other conditions affecting performance of the unit pavers. Do not proceed with installation until unsatisfactory conditions have been corrected. Earth subgrade must be stable, suitable material obtaining a minimum of 95% compaction per T-99-C method. Remove any loose, unstable or unsuitable material and replace with select backfill meeting the T-99-C compaction requirement.

11. GEOTEXTILE FABRIC AND GEOTEXTILE GRID

(Used in vehicular traffic areas only) Install over compacted subgrade for concrete unit paver installations in accordance with the manufacturers' printed instructions and recommendations. Extend fabric in new paving areas to a point 18" beyond face of curb or limits of concrete unit paver area.

12. INSTALLING AGGREGATE SUBGRADE

Place Graded Aggregate Base (GAB) in 6" lifts and thoroughly compact each lift to 98% as measured by T-99-C method. Examine prepared and compacted subgrade indicated to receive unit pavers with installer present to confirm compliance with requirements for installation tolerances and other conditions affecting performance of unit pavers. Do not proceed with installation until unsatisfactory conditions have been corrected.

13. INSTALLATION OF CONCRETE BASE
Confirm that subgrade is of acceptable material and has adequate compaction. Set steel or wood forms to proper line and grade. Provide adequate bracing to hold the forms securely in place with no lateral movement or displacement. Place reinforcing steel (re-bar) when and where required or directed to proper position. Do not let re-bar rest on soil subgrade. Use approved chairs or tie wires to hold re-bar in place. Control joints, when and where requires shall be saw cut to a depth of 1/3 (one-third) the depth of the concrete. This cutting should be done as soon as the concrete has achieved initial set and has enough strength to accept the cutting operation without damaging the concrete.

14. CONCRETE FINISHES
Concrete finishing shall be accomplished by either hand or power tools as necessary. Level of finishing will be as directed by the City Inspector based on the final position/use of the concrete. In general, the following steps will apply:

Floating: After initially striking off and consolidation of the concrete, smooth the surface by screening and floating. Adjust the floating to compact the surface and produce a uniform texture.

Leveling: After floating, test surfaces for trueness with a 10 ft. straight-edge. Distribute concrete as necessary to remove surface irregularities and re-float repaired areas to provide a smooth, continuous surface.

Edges: Work exposed edges of exposed slabs and construction joints with an edging tool and round to a ½" radius.

Final Finish: After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing. Provide a course, non-slip surface finish by scoring the surface with a stiff-bristled broom, running parallel with the general flow of traffic.

15. CONCRETE CURING
All concrete must be cured by either wet curing or membrane curing by use of a compound meeting requirements of ASTM C309, Type 1, containing a fugitive dye. Apply in two coats with a pressure sprayer at the rate of 200 sq. ft. per gal. Per coat. Apply second coat at right angles to first coat.

16. PROTECTION OF NEW CONCRETE
Protect all new concrete from pedestrian traffic for a minimum of 7 days and from vehicular traffic for a minimum of 14 days after placement.

17. PRE-INSTALLATION OF UNIT PAVERS
Prior to installing the actual unit pavers, remove all dirt, dust, debris, and loose particles from the installed bedding media immediately prior to installing the actual unit pavers.

18. INSTALLATION OF UNIT PAVERS
Do not use unit pavers with chips, cracks, voids, discoloration and other defects that might be visible or cause staining in the finished work.

19. CUTTING UNIT PAVERS
Unit pavers shall be cut with motor-driven masonry saw equipment to provide smooth, clean, sharp, unchipped edges. Cut units to provide pattern indicated or as directed by the City Inspector. Use full units without cutting where possible. Hammer cutting or cutting with a hydraulic machine is not acceptable.

20. JOINT TOLERANCES
Joint widths shall not exceed $1/16^{th}$ of an inch unit to unit offset from flush and a tolerance of 3/8 inches in 10 feet from level or slope as indicated for finished surface of paving.

21. MORTARLESS JOINT APPLICATIONS (Concrete Unit Pavers Over Compacted Sub-base) (new construction):
Apply sand leveling course over prepared, compacted aggregate base with a minimum thickness of 1-inch +- $1/8^{th}$ inch. Do not use sand to fill voids or deformations in the surface of the prepared base. Spread sand evenly over base and screed to required thickness. Install sand retention fabric over aggregate base in select locations where directed by the City Inspector prior to installing sand.

Place Unit Pavers carefully by hand in straight courses maintaining accurate alignment and uniform top surface. Ensure that pavers are free of foreign materials before placing. Do not disturb screeded sand or previously set pavers. Place sufficient sand to stay ahead of laid pavers.

Vibrate Pavers into sand using a low amplitude, high frequency plate vibrator, sized in accordance with the following:

Paver Thickness	Minimum Centrifugal Compaction Force
2-3/8”	3,000 lbs.
3-1/8”	5,000 lbs.

Joint Treatment: Place unit pavers with hand tight joints and fill joints with dry sand by sweeping over paved surface and vibrating until joints are filled, making at least two or three passes with the vibratory plate tamper as noted above. Do not vibrate within 3 feet of any unrestrained edges of paving units. Fully compact all paving surfaces to within 3 feet of any unrestrained edge with fully installed sand joints at the end of each workday.

Sweep off all excess sand and verify final elevation of pavers for compliance with requirements.

22. ADHESIVE APPLICATIONS (Concrete Unit Pavers Over Concrete Base) (New Construction):
Apply adhesive and install pavers in strict accordance with adhesive manufacturers printed installation instructions and recommendations. Install pavers either with hand tight, sand filled joints or dry mortar joints to match adjacent joints or as directed by the City Inspector.

23. MORTARED JOINT APPLICATIONS (Brick Unit Pavers Over Concrete Base) (New Construction):
Saturate Concrete Sub-base with clean water several hours before placing setting bed. Remove excess surface water about 1 hour before placing setting bed.

Apply cement paste slush coat over surface of concrete base about 15 minutes before placing setting bed. Limit area of slush coat to avoid its drying out prior to placing setting bed. Do not exceed 1/16-inch thickness for cement slush coat.

Apply mortar setting bed over cement paste slush coat immediately after the latter has been applied. Spread and screed setting bed to a uniform thickness at subgrade elevations required for accurate setting of brick to finished grade.

Mix and place only the amount of mortar setting bed that can be covered with pavers prior to initial set. Cut back, bevel edge, remove, and discard setting bed material that has reached initial set prior to placing pavers.

Wet pavers several hours before laying unless their initial rate of absorption (suction) when subjected to testing by method described in Section 9 of ASTM C 67 is less than ¾ oz. Per 30 sq. inches of immersed area. Do not lay pavers with free moisture on the surface.

Place pavers before initial set of cement occurs. Immediately prior to placing brick on green or wet setting bed, apply uniform 1/16-inch-thick slurry bond coat to bed or to back of each paver with a flat trowel just prior to placing it on the bed.

Tamp and beat pavers with a wooden block or rubber mallet to obtain full contact with setting bed and to bring finished surfaces within indicated tolerances. Set each paver in single operation prior to initial set of mortar; do not return to areas already set and disturb pavers for purposes of realigning finished surfaces or adjusting joints.

24. REPAIRING, CLEANING AND PROTECTION OF UNIT PAVERS
Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment to eliminate evidence of replacement. The Contractor shall take whatever precautions are deemed necessary and reasonable to protect all installed unit pavers from staining, damage, chipping or other damage until the City Inspector accepts the work.

25. CONCRETE CURB INSTALLATIONS

Set forms to proper line and grade. Construction joints shall be at 10'-0" on center or as directed. Saw cut construction joints to a minimum of 2" depth throughout the top, face and gutter surfaces. Seal the construction joint with a bituminous joint sealer as approved by the Maryland State Highway Specifications. Expansion joints shall be placed at every PT, PC, and storm drain inlet face with a minimum of one for every 100 lineal feet of curb. If the curb being installed is equal to or less than 30 linear feet in length between sections of existing curb, only one expansion joint is required, but all construction joints must be sealed.

26. TOPSOIL, SEED, MULCH OR SOD PLACEMENT

Place topsoil to a loose depth of 4". Compact by tamping thoroughly with a hand or small vibratory plate tamper. All topsoil, seed, mulch and sodding shall be in compliance with the State Highway Administration, "Standard Specifications for Construction and Material

DESCRIPTION OF PAY ITEMS

PAY ITEM NO. 1 – REMOVE EXISTING TEMPORARY ASPHALT REPAIRS OR PATCHES

This item includes all labor, materials, tools, equipment, supplies, appurtenances, supervision etc. required to remove and legally dispose of existing asphalt patches that are placed to temporarily correct tripping hazards and/or depressions that have occurred in either sidewalks or streets. This item "unit price" will be paid for by the actual square yardage of existing temporary asphalt to be removed and as measured by the City inspector. The typical depth of asphalt will vary but generally will be between ½" and 2 inches. Unit cost – per Square Yard (SY).

PAY ITEM NO. 2 - REMOVE, RE-GRADE, AND REPLACE EXISTING BRICK OR BRICK PAVERS

This item is to re-establish existing grade and/or cross-section and includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. to remove existing pavers, adjust existing sub-grade, refill and/or re-grade to bring the affected area back into the proper slope and/or cross-section, compact sub-grade with a "jumping jack" type tamper, install 1" sand/mortar bedding material, replace existing pavers and dry mortar or sand joints as specified or directed. Unit cost – per Square Yard (SY).

PAY ITEM NO. 3 - REMOVE AND DISPOSE OF EXISTING CONCRETE OR ASPHALT SIDEWALKS

This item includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. necessary to remove existing asphalt or concrete sidewalks (average of 4" to 5" thickness), and the sidewalk portions of driveway aprons (average 7" to 9" thickness), dispose of properly and legally off-site. This will also include excavation, re-grading, replacement or otherwise adjusting the existing sub-grade for a depth of up to 3" and re-compacting that sub-grade. Unit cost – per Square Yard (SY).

PAY ITEM NO. 4 - REMOVE AND DISPOSE OF EXISTING UNIT PAVERS

This item includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. necessary to remove and legally dispose of existing unit pavers that are damaged, cracked or otherwise are no longer serviceable or needed. Unit cost – per Square Yard (SY).

PAY ITEM NO. 5 - REMOVE AND DISPOSE OF UNSUITABLE EARTH MATERIAL

This item includes all labor, materials, equipment, tools, and supervision necessary to excavate, transport and legally dispose of existing sub-grade materials deemed unsuitable by the City Inspector. The cost shall include any traffic control, protection of existing and/or adjacent surfaces and clean up. Unit cost – per Cubic Yard (CY).

PAY ITEM NO. 6 - FURNISH AND INSTALL GRADED AGGREGATE BASE (GAB)

This item includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. to place base materials for paver installation. This item also includes excavation and disposal of existing material, and fine grading and compaction of installed base material in 6" lifts to 95% compaction by ASTM T-99-C. Unit Cost – per Ton

PAY ITEM NO. 7 - FURNISH AND INSTALL MISCELLANEOUS CONCRETE FOR CURBS, SIDEWALK RAMPS OR DRIVEWAY APRONS

This item includes all labor, materials, equipment, tools, and supervision necessary to provide and place Portland cement concrete as specified in the contract documents or as specified by the City inspector. This item covers any "finished" and exposed concrete. Unit cost – per Cubic Yard (CY).

PAY ITEM NO. 8 – FURNISH AND INSTALL "UNFINISHED" CONCRETE SLAB
This item is for the installation of concrete of varying thickness as a base for paver installation or for retaining wall foundations. Include all materials, labor, equipment, supplies, tools, appurtenances and supervision necessary to supply, place and float concrete to a moderately smooth and even surface upon which bedding sand will be placed. Unit cost – per Cubic Yard (CY).

PAY ITEM NO. 9 - FURNISH AND INSTALL SELECT EARTH BACKFILL
This Item includes all labor, materials, equipment, tools, and supervision necessary to place and compact select earth backfill material as specified in the Maryland State Highway Admin., Standard Specifications for Construction and Materials", Sections 203 and 916. Unit cost – per Cubic Yard (CY).

PAY ITEM NO. 10 - FURNISH AND INSTALL AMERIGRID EL130-660
This item includes all labor, materials, tools, equipment, transportation, and supervision necessary to provide and install the specified material per the manufacturer's instructions or as directed by the City Inspector. Unit cost – per Square Yard (SY).

PAY ITEM NO. 11-A AND 11-B - FURNISH AND INSTALL NEW 2" (11-A) AND 3" (11-B) UNIT PAVERS
These items include all labor, materials, equipment, tools, appurtenances, supervision, etc. to furnish and install new 2" (nominal thickness) and 3" (nominal thickness) unit pavers, dry mortar joints, sand joints, and sand/mortar setting bed. These items must also include minor re-grading of existing sub-grade, fiberglass or plastic edging material, and re-establishing proper line, grade and cross-section. Unit cost – per Square Yard (SY).

PAY ITEM NO. 12 - FURNISH AND INSTALL MIRAFI 600X SAND RETENTION FABRIC
Include all labor, materials, equipment, tools, and supervision necessary to install, under the sand bedding, the specified material in accordance with the manufacturer's specifications or as directed by the City Inspector. Unit cost – per Square Yard (SY).

PAY ITEM NO. 13 – FURNISH AND INSTALL SEED AND MULCH
In general, all restoration shall be incidental to the unit cost bid for the various pay items listed in the bid form. This pay item is to be used only at the direction of the City Inspector and only when authorized in advance in writing.

The following specification applies to all seeding restoration, whether incidental or as directed by the City.

The Contractor shall furnish all labor, equipment, supervision and materials necessary for restoring and seeding disturbed areas as directed by the City Inspector. All ruts and disturbed area shall be filled in and property graded, seeded and mulched.

Permanent seed mix shall meet the MDSHA requirements for Turfgrass, section 705 Standard Specifications for Construction and Materials

All seed is to be certified. The seed shall be applied at a rate of 10-lbs. minimum per 1000 square feet. All seed shall have a minimum purity of 95%, minimum germination of 90%. A maximum other crop content of 0.1 % and maximum weed content of 0.1 %.

The City reserves the right to have the existing or placed topsoil tested for soil amendments as necessary or needed. In lieu of soils testing, Organic Fertilizer (5-3-4) shall be applied at the rate of 1 lb. Per 50 sq. ft.

Seed bed preparation must be accomplished by either manual or mechanical means. Loosen all soil to a depth of 3-inches and remove all stone and rock greater than ¾-inch in diameter. Seed must be evenly distributed and to a depth of no more than ¼-inch. Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #30.

The organic fertilizer must be 100% organic based fertilizer, free of synthetic materials. The fertilizer must be derived of fish by-products, cottonseed meal, alfalfa meal, feather meal, rock phosphate, kelp meal, cocoa meal, blood meal, dried whey, natural nitrate of soda, natural sulfate of potash, and magnesium sulfate.

Guaranteed Analysis:

Total Nitrogen (N)	5.0%
Water Soluble Nitrogen	1.5%
Water Insoluble Nitrogen	3.5%
Available Phosphate (P2O2)	3.0%
Soluble Potash (K2O)	4.0%

The fertilizer must be granular, free flowing and suitable for application with approved equipment. Fertilizer must be delivered to the site, fully labeled in accordance with Maryland State Law and must bear the name, trade-mark or trade name and warranty of the producer. Fertilizer application shall be an incidental cost to the unit pricing for the various seed mix applications.

Soil Stabilization (Mulch) matting shall be **Curlex Net Free 0.50 lbs./s.y.** Soil Stabilization Matting must be bio-degradable within 12 months and placed and "pinned" immediately after placement of the seed but in no case, more than 24 hours after seed placement. Matting and pinning shall be incidental to the cost of the seed bid item.

Initial watering shall be completed immediately after placement of the soil stabilization matting. Follow-up watering shall be made at the Inspectors direction. 95% germination of seed is required. The cost of all watering shall be incidental.

Any areas outside the specified work areas, where the vegetation has been accidentally destroyed and/or the ground disturbed by the Contractor (tire ruts and more), shall be restored by the Contractor as described above at the Contractor's expense.

PAY ITEM NO. 14 – RESTORATION (WHEN DIRECTED) – SOD INSTALLATION

In general, all restoration shall be incidental to the unit price bid for the various pay items listed in the bid form.
Sod shall be installed from March 1 to May 31 and from September 1 and December 15 only. Do not place sod on frozen subgrade.
Sod shall be machine cut, with a uniform thickness of from ¾-inch +- ¼-inch, excluding top growth and thatch. Sod shall be strong enough to support its own weight when lifted by ends. Sod type should match existing grass growth.

Loosen subsoil to a depth of 6-inches. Remove objectionable material such as stones, clods, brush, roots and trash from the top 4-inches of soil. Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #30.

Sod should be delivered within 24-hours of cutting and installed within 36 hours of cutting. Place sod panels in neat rows, stager joints and generally place along the contour.

Contractor will water sod as needed to assure its viability

Sod placed under this pay item shall be at the written direction of the City. Sod placed by the contractor at their convenience will be considered incidental to the work. Furnish and install sod, complete, in-place, per WSSC Specification section 02920. Unit cost – per Square Yard (SY)

PAY ITEM NO. 15 - FURNISH AND INSTALL, MAINTAIN, AND ADJUST INLET PROTECTION

This item includes all labor, material, transportation, supervision, tools, equipment, and appurtenances as needed to (see details contained in specifications) furnish, install, maintain, and adjust inlet protection for storm drain inlets including removal per the Inspector's approval at the end of the project. Unit cost – Each

PAY ITEM NO. 16 – FURNISH AND INSTALL SCREENED TOPSOIL

Furnish and install screened, natural topsoil, including all sub-grade preparation, placement, spreading, surface preparation in accordance with MDSHA specifications, section 701 and section 920.01.02 or as directed. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

PAY IEM NO. 17 and 18 – FURNISH AND INSTALL JOINTING SAND

These items include all sand materials as specified, all labor, equipment, tools, supervision, etc., to spread and broom sand into existing paver joints as directed by the inspector in the field. This item is not intended to finish new pavers being set in item 11 or existing pavers being reset in item 2 above. The Bidder is to provide a price for areas under 100 Square Yards and for areas over 100 square yards. Unit cost – per Square Yard (SY).

PAY ITEM NO. 19 – SAW CUTTING

Provide all labor, supervision, equipment, tools and appurtenances to neatly saw cut existing asphalt or concrete surfaces as described in these specifications. Unit cost – per Linear Foot (LF).

PAY ITEM NO. 20 – REMOVE AND RE-INSTALL GRANITE CURB

Provide all labor, supervision, equipment, machinery, tools and appurtenances required to remove and re-install existing granite curb sections to re-establish original grade. This item includes the careful removal and replacement of adjacent brick pavers, existing concrete and/or asphalt surfaces as necessary to remove and re-install granite curb sections to re-establish areas that have settled or broken to a point that the existing granite sections are dangerous or hazardous to either pedestrian or vehicular traffic. Unit cost – per Linear Foot (LF).

PAY ITEM NO. 21 – EXISTING BRICK RETAINING WALLS

Remove, dispose and replace existing brick o

n retaining walls. This item is generally used to make minor, small area repairs to existing walls. New retaining walls are generally unit block masonry walls as noted below. Large scale replacement of existing brick walls will be negotiated based on existing conditions. Price per square foot of vertical face (S.F.V.F.)

INVITATION FOR BIDS #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

SECTION V: BID PRICING FORM

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.

PRICING SHEETS IN SEPARATE DOCUMENTS

GRAND TOTAL IN WORDS Two Million Four Hundred Seventy Thousand Three Hundred Forty Dollars and Zero Cents

($ 2,470,340.00)

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.
None

Presented by:
A J Romano Construction, Inc.

COMPLETE AND RETURN WITH BID

SECTION VI: REQUIRED FORMS

ATTACHMENT A

AFFIDAVIT

I hereby affirm that: I am the President and the duly authorized representative of the firm of A J Romano Construction, Inc. whose address is 11071-A Guilford Rd. Annapolis Junction, MD 20701

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 Antonio J Romano, President

Date 2-26-2026

ATTACHMENT B

INVITATION FOR BID #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

CITY OF ROCKVILLE BIDDER REFERENCE FORM

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 performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. 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.

1. Company Name City of Rockville

Address: 111 Maryland Avenue, Rockville, MD 20850

Contact Person: Michael R. Hershelman Current phone #: 240-314-8543

Email Address: mhershelman@rockvillemd.gov

Contract Amount: $5,000,000.00 Name of your project supervisor: Ken Brink

Description of Work Performed: Construction, Repair & Maintenance of Concrete Sidewalks, Curbs, Driveway Aprons, & Misc Constr.: roadways, paved trails & parking areas; Storm Water Mgmnt & Storm Drain Pipelines & Incidentals

2. Company Name MDOT - SHA - District 3

Address: 9300 Kenilworth Ave. Greenbelt, MD 20770

Contact Person: REC Erik Anderson Current phone #: 856-651-8746

Email Address: eanderson1.consultant@mdot.maryland.gov

Contract Amount: $3,800,000.00 Name of your project supervisor: Daniel Liden

Description of Work Performed: MD 223 (Woodyard Rd) from 1000' South of Victoria Dr to 265' North of Sherwood Dr. Safety & Spot Improvement

3. Company Name City of Cumberland - Triton Construction, Inc.

Address: 57 N. Liberty Street, Cumberland, Maryland 21502

Contact Person: Justin Koers, Project Manager Current phone #: 585-356-2081

Email Address: justin.koers@tritonwv.com

Contract Amount: $3,100,000.00 Name of your project supervisor: Justin Koers

Description of Work Performed: Baltimore Street Access Project
The purpose of this project is the reopening of Baltimore Street to one-way vehicular traffic from Mechanic Street to George Street. It consists of landscaping improvements, lighting improvements, new street furniture, utility main replacements and relocations, and the reconstruction of two parklets.

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1)_____ _____a (2)_____ hereinafter called "Principal" and (3)_____ of_____ , State of_____hereinafter called the "Surety", are held and firmly bound unto (4) The Mayor and Council of Rockville, Maryland, hereinafter called "Owner", in the penal sum of *(100% of Contract Amount)* _____ Dollars ($)_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of_____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of: _____IFB #_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

CONTRACT PERFORMANCE BOND PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IT WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the day of_____, 20___.

	_____
ATTEST:	Principal
_____	By_____(Seal)
Corporate Secretary or Asst. Secretary	President or Vice President
_____	_____
(Print or Type Name and Title)	(Print or Type Name and Title)
	_____
	(Address)
	_____
ATTEST:	Surety
_____	By_____(Seal)
Witness as to Surety	Attorney-in-Fact
_____	_____
(Print or Type Name and Title)	(Print or Type Name)
_____	_____
(Address)	(Address)

NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual
(3) Name of Surety
(4) Name of Owner
(5) If Contract is Partnership, all partners should execute bond

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1)_____
_____ a (2)_____
hereinafter called "Principal" and (3)_____
of_____, State of _____hereinafter called the "Surety", are held and firmly bound unto (4) The Mayor and Council, of Rockville, Maryland , hereinafter called "Owner", in the penal sum of *(100% of Contract Amount)* NO CENTS Dollars ($)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the_____day of_____20___, a copy of which is hereto attached and made a part hereof for the construction of:_____IFB #_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contact or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contact or to the work or to the specifications
.

CONTRACT PAYMENT BOND PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of_____ 20__.

ATTEST:

_____
Corporate Secretary or Asst. Secretary

_____
(Print or Type Name and Title)

_____
Principal

By_____(Seal)
President or Vice President

_____
(Print or Type Name and Title)

_____
(Address)

ATTEST:

_____
Witness as to Surety

_____
(Print or Type Name and Title)

_____
(Address)

_____
Surety

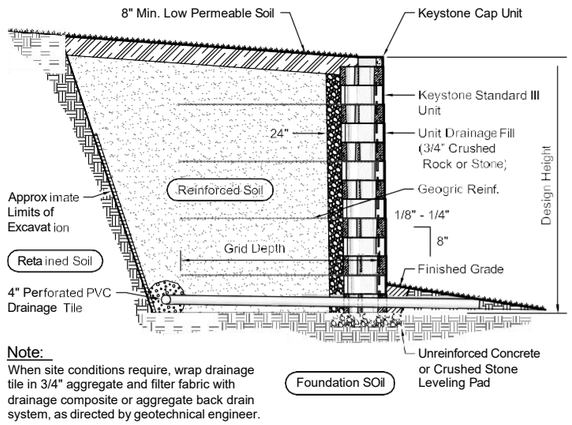
By_____(Seal)
Attorney-in-Fact

_____
(Print or Type Name)

_____
(Address)

NOTE: Date of Bond must not be prior to date of Contract.

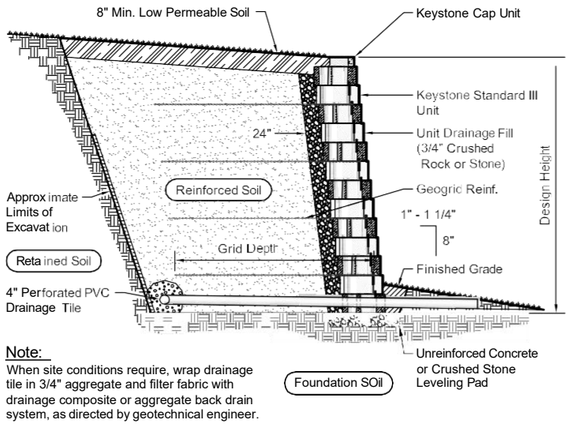
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual
(3) Name of Surety
(4) Name of Owner
(5) If Contract is Partnership, all partners should execute bond



Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

Typical Reinforced Wall Section

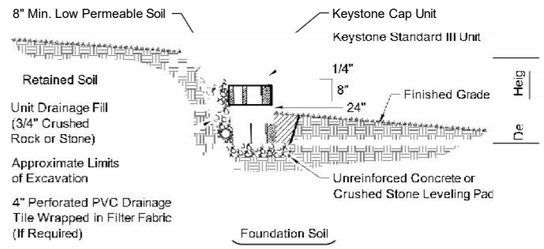
Standard III Unit - Near Vertical Setback



Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

Typical Reinforced Wall Section

Standard III Unit - 1" Setback



Typical Gravity Wall Section

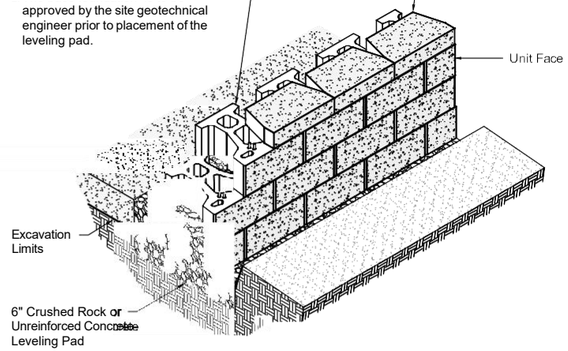
Standard III Unit - 1" Setback

Base Leveling Pad Notes:

1. The leveling pad is to be constructed of crushed stone or 2,000 psi+ unreinforced concrete
2. The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.

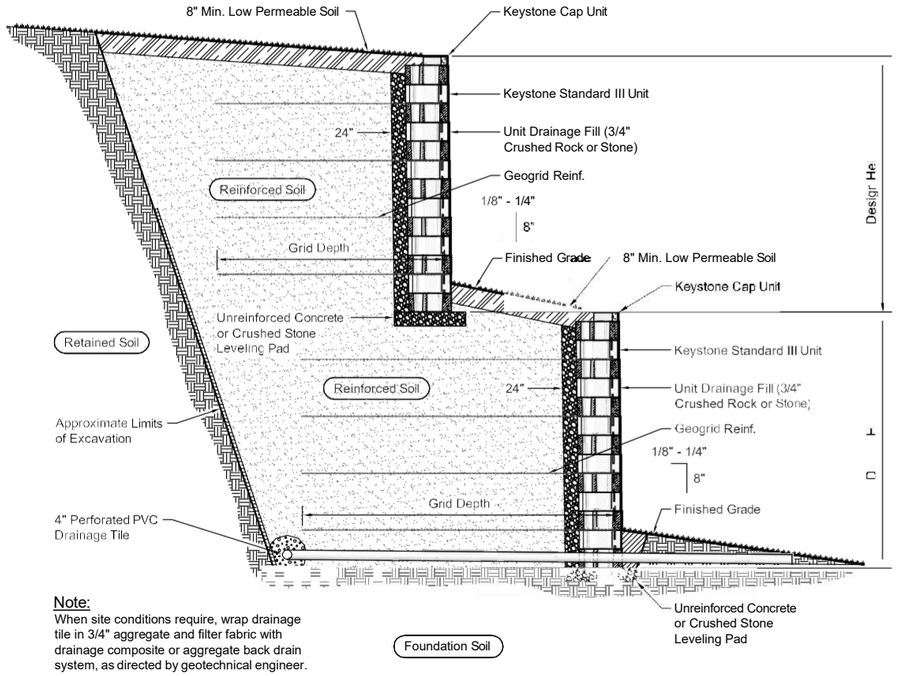
Standard III Unit	
Width:	18"
*Depth:	18"
Height:	8"
*Weight:	89 lbs

Cap Unit	
Width:	18"
*Depth:	10 1/2"
Height:	4"
*Weight:	50 lbs



Standard III Unit/Base Pad Isometric Section View

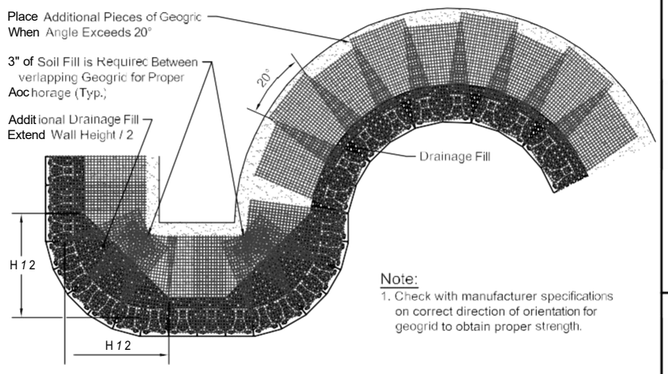
* Dimensions & Weight May Vary by Region



Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

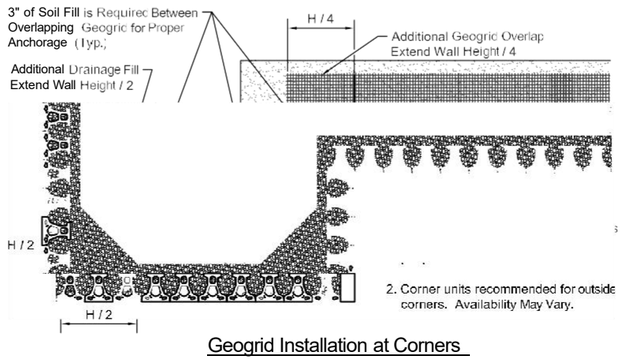
Typical Reinforced Tiered Wall Section

Standard III Unit - Near Vertical Setback

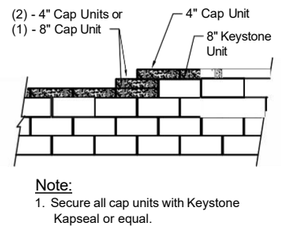


Note:
1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.

Geogrid Installation on Curves

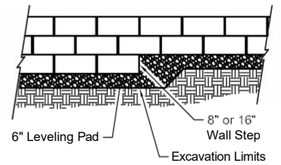


Geogrid Installation at Corners



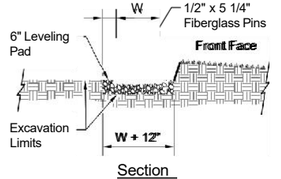
Note:
1. Secure all cap units with Keystone Kapseal or equal.

Top of Wall Steps



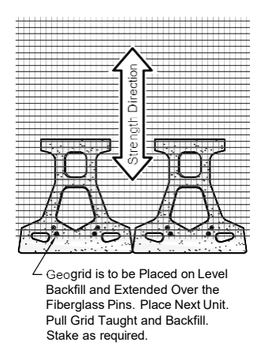
Elevation

Note:
1. The leveling pad is to be constructed of crushed stone or 2000 psi + unreinforced concrete.

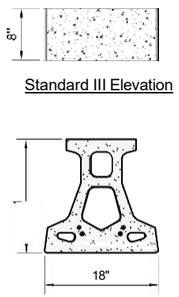


Section

Leveling Pad Detail



Grid & Pin Connection

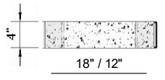


Standard III Elevation

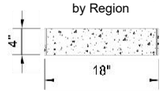
Standard III Plan

Standard III Unit

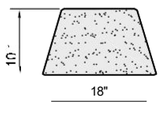
* Dimensions May Vary by Region



Cap Unit Elevation



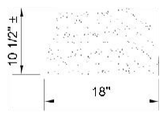
Cap Unit Elevation



Cap Unit Plan

Universal Cap Unit Option

* Dimensions & Availability Will Vary by Region



Cap Unit Plan

Straight Split Cap Unit Option

* Dimensions & Availability Will Vary by Region

Copyright 2012 Keystone Retaining Wall Systems

Design is for internal stability of the KEYSTONE wall structure only. External stability, including but not limited to foundation and slope stability is the responsibility of the Owner. The design is based on the assumption that the materials within the retained mass, methods of construction, and quality of materials conform to KEYSTONE's specification for this project.

This drawing is being furnished for this specific project only. Any party accepting this document does so in confidence and agrees that it shall not be duplicated in whole or in part, nor disclosed to others without the consent of Keystone Retaining Wall Systems, Inc.

No.	Date	Revision	By

KEYSTONE RETAINING WALL SYSTEMS
A [illegible] COMPANY
4444 W 78th Street
Minneapolis, MN 55435
952-897-1040

Designed By: RKM	Title: Standard III Unit 18 - Straight Face Details	Date:	
Checked By: CDM	Project: Keystone Retaining Wall Systems Typical Wall Details	Project No:	
Scale: No Scae		Drawing No:	

Keystone Concrete Retaining Wall

Part 1: GENERAL

1.01 Description

A. Work shall consist of designing, furnishing and construction of a KEYSTONE Standard III unit retaining wall system in accordance with these specifications and in reasonably close conformity with the lines, grades, design and dimensions shown on the plans. No alternate wall systems will be considered.

B. Work includes preparing foundation soil, furnishing and installing leveling pad, unit facing system, unit drainage fill and reinforced backfill to the lines and grades shown on the construction drawings.

C. Work incudes furnishing and installing geogrid soil reinforcement of the type, size, location and lengths designated on the construction drawings.

1.02 Related Sections

A. Section 31 00 00 – Earthwork

1.03 Reference Documents

A. American Association of State Highway and Transportation Officials (AASHTO)

1. AASHTO M 252 Corrugated Polyethylene Drainage Pipe
2. AASHTO M 288 Geotextile Specification for Highway Applications

B. American Society for Testing and Materials (ASTM)

1. ASTM C140 Sampling and Testing Concrete Masonry Units
2. ASTM C1372 Specification for Dry-Cast Segmental Retaining Wall Units
3. ASTM D442 Particle Size Analysis of Soils
4. ASTM D698 Laboratory Compaction Characteristics of Soil – Standard Effort
5. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil In Place by the Sand Cone Method
6. ASTM D1557 Laboratory Compaction Characteristics of Soil – Modified Effort
7. ASTM D2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
8. ASTM D2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
9. ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer pipe and Fittings
10. ASTM D4318 Liquid Limit, Plastic Limit and Plasticity Index of Soils
11. ASTM D4475 Horizontal Shear Strength of Pultruded Reinforced Plastic Rods
12. ASTM D4476 Flexural Properties of Fiber Reinforced Pultruded Plastic Rods
13. ASTM D4595 Standard Test Method for Tensile Properties of Geotextiles by Wide-Width Strip Method
14. ASTM D4873 Standard Guide for Identification, Storage and Handling of Geosynthetics
15. ASTM D5262 Standard Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics
16. ASTM D5321 Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method
17. ASTM D5818 Standard Practice for Obtaining Samples of Geosynthetics from a Test Section for Assessment of Installation Damage

18. ASTM D6637 Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Method
19. ASTM D6638 Standard Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units
20. ASTM D6706 Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil
21. ASTM D6916 Standard Test Method for Determining the Shear Strength Between Segmental Concrete Units

C. National Concrete Masonry Association (NCMA)

1. NCMA SRWU-1 Test Method for Determining Connection Strength of SRW
2. NCMA SRWU-2 Test Method for Determining Shear Strength of SRW

1.04 Definitions

A. Standard III Unit – a dry-stacked concrete retaining wall unit machine made from Portland cement, water, aggregates, manufactured by a licensed manufacturer of Keystone.

B. Structural Geogrid – a polymeric material formed by a regular network of connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock or earth and function primarily as reinforcement.

C. Unit Drainage Fill – drainage aggregate that is placed within and immediately behind the Keystone concrete units.

D. Reinforced Backfill – compacted soil that is placed within the reinforced soil volume as outlined on the plans.

E. Retained Soil – the soil mass behind the reinforced backfill.

F. Foundation Soil – the soil mass below the leveling pad and reinforced backfill.

G. Leveling Pad – crushed stone, sand and gravel or unreinforced concrete material placed to provide a level surface for placement of the Keystone concrete units.

H. Geosynthetic Reinforcement – polymeric material designed specifically for soil reinforcement.

1.05 Submittals and Certification

A. Contractor shall submit a Manufacturer's certification, prior to the start of work, that the retaining wall system components meet the requirements of this specification and the structure design.

B. Contractor shall submit construction drawings and design calculations for the retaining wall system prepared and stamped by a Professional Engineer registered in the state of the project.

1.06 Quality Assurance

A. Contractor shall submit a list of five (5) previously constructed projects of similar size and magnitude by the wall installer where the Standard or Compac retaining wall system has been constructed successfully. Contact names and phone numbers shall be listed for each project.

B. Contractor shall provide evidence that the design engineer has a minimum of five years documented experience in the design of reinforced soil structures. The design engineer shall

provide proof of current professional liability insurance with an aggregate coverage limit of not less than $2,000,000.

C. Owner shall/may provide quality assurance inspection and testing during earthwork and wall construction operations. Contractor shall provide all quality control testing and inspection not provided by the owner. Owner's quality assurance program does not relieve the contractor of responsibility for quality control and wall performance.

1.07 Delivery Handling and Storage

A. Contractor shall check all materials upon delivery to assure that the proper type, grade, color, and certification have been received.

B. Contractor shall protect all materials from damage due to jobsite conditions and in accordance with manufacturer's recommendations. Damaged materials shall not be incorporated into the work.

PART 2: PRODUCTS

2.01 Keystone Concrete Retaining Wall Units

A. Standard III retaining wall units shall conform to the following architectural requirements

1. Face color - concrete gray, unless otherwise specified. The Owner may specify standard manufacturers' color.
2. Tri-plane or Straight Face finish - hard split in angular tri-plane or straight face configuration. Other face finishes will not be allowed without written approval of Owner.
3. Bond configuration - running with bonds nominally located at midpoint in vertically adjacent units.
4. Exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 20 feet (6 m) under diffused lighting.

B. Keystone concrete units shall conform to the requirements of ASTM C1372 - Standard Specifications for Segmental Retaining Wall Units.

C. Keystone concrete units shall conform to the following structural and geometric requirements measured in accordance with ASTM C140 Sampling and Testing Concrete Masonry Units:

1. Compressive strength: ≥ 3000 psi (21 MPa).
2. Absorption: ≤ 8 % for standard weight aggregates.
3. Dimensional tolerances: ± 1/8" (3 mm) from nominal unit dimensions not including rough split face.
4. Unit Size: 8" (203 mm) (H) x 18" (457 mm) (W) x 18 to 21.5" (457 to 546 mm)(D) minimum.

D. Keystone concrete units shall conform to the following constructability requirements:

1. Vertical setback: 1/8 inch (3 mm) ± per course (near vertical) or 1 1/8 inch (28 mm) + per course, per the design.
2. Alignment and grid attachment mechanism - fiberglass pins, two per unit.
3. Maximum horizontal gap between erected units shall be ≤ 1/2 inch (13 mm).

2.02 Shear and Reinforcement Pin Connectors

A. Shear and reinforcement pin connectors shall be 1/2-inch (12 mm) diameter thermoset isopthalic polyester resin pultruded fiberglass reinforcement rods to provide connection between vertically and horizontally adjacent units and geosynthetic reinforcement, with the following requirements:

1. Flexural Strength in accordance with ASTM D4476: 128,000 psi (882 MPa) minimum.
2. Short Beam Shear in accordance with ASTM D4475: 6,400 psi (44 MPa) minimum.

B. Shear and reinforcement pin connectors shall be capable of holding the geogrid in the proper design position during grid pre-tensioning and backfilling.

2.03 Base Leveling Pad Material

A. Material shall consist of a compacted crushed stone base, sand and gravel or unreinforced concrete, as shown on the construction drawings.

2.04 Unit Drainage Fill

A. Unit drainage fill shall consist of clean 1 inch (25 mm) minus crushed stone or crushed gravel meeting the following gradation tested in accordance with ASTM D-422:

Sieve Size	Percent Passing
1 inch (25 mm)	100
3/4-inch (19mm)	75 – 100
No. 4 (4.75 mm)	0 – 10
No. 50 (300 um)	0 - 5

B. Drainage fill shall be placed within the cores of, between, and behind the units as indicated on the design drawings. Not less than 1.2 cubic foot (0.033 m^3), of drainage fill shall be used for each square foot (0.093 m^2) of wall face unless otherwise specified.

2.05 Reinforced Backfill

A. Reinforced backfill shall be free of debris and meet the following gradation tested in accordance with ASTM D-422:

Sieve Size	Percent Passing
1 1/2 inch (38 mm)	100
3/4-inch (19 mm)	75 – 100
No. 40 (425 um)	0 – 60
No. 200 (75 um)	0 – 35

Plasticity Index (PI) < 15 and Liquid Limit < 40, per ASTM D4318

B. The maximum aggregate size shall be limited to 3/4 inch (19 mm) unless installation damage tests have been performed to evaluate potential strength reductions to the geogrid design due to increased installation damage during construction.

C. Material can be site-excavated soils where the above requirements can be met. Soils not meeting the above criteria, including highly plastic clays and organic soils, shall not be used in the backfill or reinforced backfill soil mass.

D. Contractor shall submit reinforced fill sample and laboratory test results to the Architect/Engineer for approval, prior to the use of any proposed reinforced backfill material.

2.06 Geogrid Soil Reinforcement

A. Geosynthetic reinforcement shall consist of geogrids manufactured for soil reinforcement applications and shall be manufactured from high tenacity polyester yarn or high density polyethylene. Polyester geogrid shall be made from high tenacity polyester filament yarn with a molecular weight exceeded 25,000 g/m and with a carboxyl end group value less than 30. Polyester geogrid shall be coated with an impregnated PVC coating that resists peeling, cracking and stripping.

B. Ta – Long Term Allowable Tensile Design Load. Ta of the geogrid material shall be determined as follows: Ta = Tult/(RFcr * RFd * RFid * FS). Ta shall be evaluated based on a 75 year design life.

1. Tult – Short Term Ultimate Tensile Strength. Tult shall be determined in accordance with ASTM D4595 or ASTM D6637. Tult is based on the minimum average roll values (MARV).

2. RFcr – Reduction Factor for Long Term Tension Creep. RFcr shall be determined from 10,000 hour creep testing performed in accordance with ASTM D5262. RFcr = 1.45 minimum.

3. RFd – Reduction Factor for Durability. RFd shall be determined from polymer specific durability testing covering the range of expected soil environments. RFd = 1.10 minimum.

4. RFid – Reduction Factor for Installation Damage. RFid shall be determined from product specific construction damage testing performed in accordance with ASTM D5818. Test results shall be provided for each product to be used with project specific or more severe soil types. RFid = 1.05 minimum.

5. FS – Overall Design Factor of Safety. FS hall be 1.5 unless noted for the maximum allowable working stress calculation.

C. The maximum design tensile load of the geogrid shall not exceed the laboratory tested ultimate strength of the geogrid/facing unit connection divided by a factor of safety of 1.5. The connection strength testing and computation procedures shall be in accordance with ASTM D6638 Connection Strength between Geosynthetic Reinforcement and Segmental Concrete Units or NCMA SRWU-1.

D. Ci – Coefficient of Soil Interaction. Ci values shall be determined per ASTM D6706 at a maximum 0.75 inch (19 mm) displacement.

E. The geogrid manufacturer shall have a Manufacturing Quality Control program that includes QC testing by an independent laboratory. The QC testing shall include Tensile Strength testing, Melt Flow Index testing for HDPE geogrids and Molecular Weight testing for polyester geogrids.

2.07 Drainage Pipe

A. If required, drainage pipe shall be perforated or slotted PVC pipe manufactured in accordance with ASTM D3034 or corrugated HDPE pipe manufactured in accordance with AASHTO M252.

2.08 Geotextile Filter Fabric

A. When required, geotextile filter fabric shall be a needle-punched nonwoven fabric that meets the requirements of AASHTO M288.

PART 3: EXECUTION

3.01 Excavation

A. Contractor shall excavate to the lines and grades shown on the construction drawings. The Owner or Contractors QA/QC representative shall inspect the excavation and test the foundation soils and approve prior to placement of the leveling pad material or fill soils. Any over-excavation required to remove unsuitable soils shall be oversized from the front of the leveling pad and back of the geogrid reinforcement.

B. Over-excavation and replacement of unsuitable soils and replacement with approved compacted fill will be compensated as agreed upon with the Owner.

3.02 Base Leveling Pad

A. Leveling pad material shall be placed to the lines and grades shown on the construction drawings to a minimum thickness of 6 inches (150 mm) and extend laterally a minimum of 6 inches in front and behind the Keystone wall unit.

B. Soil leveling pad materials shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557.

C. Leveling pad shall be prepared to insure full contact with the base surface of the concrete units.

3.03 Keystone Unit Installation

A. First course of units shall be placed on the leveling pad at the appropriate line and grade. Alignment and level shall be checked in all directions and insure that all units are in full contact with the base and properly seated.

B. Place the front of units side-by-side. Do not leave gaps between adjacent units. Layout of corners and curves shall be in accordance with manufacturer’s recommendations.

C. Install shear/connecting pins per manufacturer’s recommendations.

D. Place and compact drainage fill within and behind wall units. Place and compact reinforced backfill soil behind drainage fill.

E. Maximum stacked vertical height of wall units, prior to drainage fill and backfill placement and compaction, shall not exceed two courses.

3.04 Structural Geogrid Installation

A. Geogrid shall be installed with the highest strength direction perpendicular to the wall alignment.

B. Geogrid reinforcement shall be placed at the strengths, lengths and elevations shown on the construction drawings, or as directed by the engineer.

C. The geogrid shall be laid horizontally on compacted backfill and attached to the Keystone wall unit pins and within 1 inch of the face of the units. Place the next course of Keystone units over the geogrid. The geogrid shall be pulled taut and anchored prior to backfill placement on the geogrid.

D. Geogrid reinforcements shall be continuous throughout their embedment lengths and placed side-by-side to provide 100% coverage at each level. Spliced connections between shorter pieces of geogrid or gaps greater than 2 inches between adjacent pieces of geogrid are not permitted.

3.05 Reinforced Backfill Placement

A. Reinforced backfill shall be placed, spread and compacted in such a manner that minimizes the development of slack in the geogrid and installation damage to the geogrid.

B. Reinforced backfill shall be placed and compacted in lifts not to exceed 6 inches (150 mm) where hand operated compaction equipment is used, or 8 – 10 inches (200 to 250 mm) where heavy compaction equipment is used. Lift thickness shall be decreased to achieve the required density, as needed.

C. Reinforced backfill shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557. The moisture content of the reinforced backfill material during compaction shall be uniformly distributed throughout each layer and shall be dry of optimum by 0 to 3 percentage points of moisture.

D. Only hand operated compaction equipment shall be allowed within 3 feet (1 M) from the back of the Keystone concrete units.

E. Tracked construction equipment shall not be operated directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches (150 mm) is required prior to operation of tracked vehicles over the geogrid. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill and damaging or displacing the Keystone units or geogrid.

F. Rubber tired equipment may pass over geogrid reinforcement at slow speeds, less than 10 MPH. Sudden braking and turning shall be avoided.

G. At the end of each day’s operation, the Contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from the wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

3.06 Cap Installation

A. Prior to placement of the cap units, the upper surface of the top course of wall units shall be cleaned of soil and any other material.

B. Cap units shall be adequately glued to the underlying wall units with an all-weather exterior construction adhesive.

3.07 As-built Construction Tolerances

A. Vertical alignment: ± 1.5 inches (40 mm) over any 10 foot (3 m) distance.

B. Wall batter: within 2 degrees of design batter. Overall wall batter shall be ≥ 0 degrees.

C. Horizontal alignment: ± 1.5 inches (40 mm) over any 10 foot (3 m) distance.

D. Corners and curves: ± 1 foot (300 mm) to theoretical location.

E. Maximum horizontal gap between erected units shall be ≤ 1/2 inch (13 mm).

3.08 Field Quality Control

A. Quality Assurance – The owner shall/may engage inspection and testing services, including independent laboratories, to provide quality assurance and testing services during construction. This does not relieve the Contractor from securing the necessary construction quality control testing.

B. Quality assurance should include foundation soil inspection and testing and verification of the geotechnical design parameters and verification that the contractor's quality control testing is adequate as a minimum. Quality assurance shall also include observation of the construction for general compliance with the design drawings and project specifications. Quality assurance is usually best performed by the site geotechnical engineer.

C. Quality Control – The Contractor shall engage independent inspection and testing services to perform the minimum quality control testing described in the retaining wall design plans and specifications. Only qualified and experienced technicians and engineers shall perform quality control testing and inspection services.

D. Quality control testing shall include soil and backfill testing to verify soil types and strengths, compaction and moisture conditions and verification that the retaining wall is being constructed in accordance with the design plans and specifications.

PART 4: MEASUREMENT AND PAYMENT

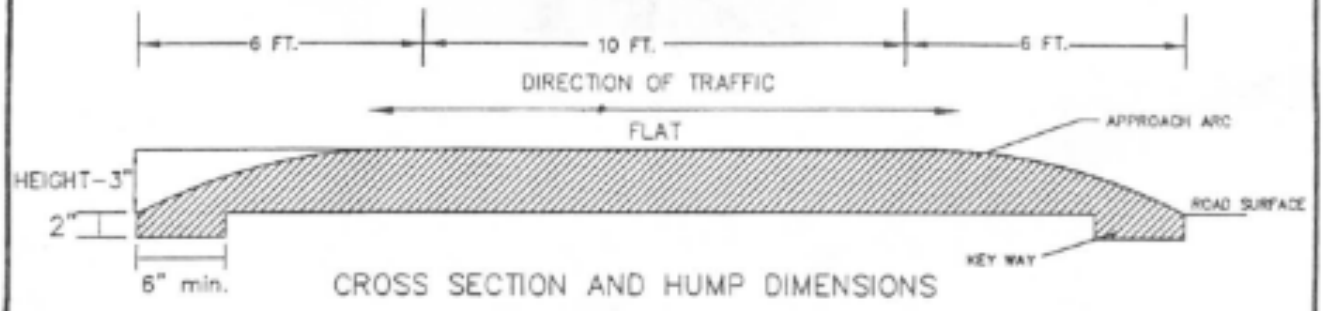
4.01 Measurement

A. Vertical Face – The vertical face of the wall is the distance between the bottom of the footer retaining wall block and the top of the retaining wall cap block as measured along the finished face of the retaining wall. For retaining walls with sections of differing vertical faces, each section will have the average vertical face determined by the City Construction Inspector. Measurements will be in feet to the nearest tenth of a foot.

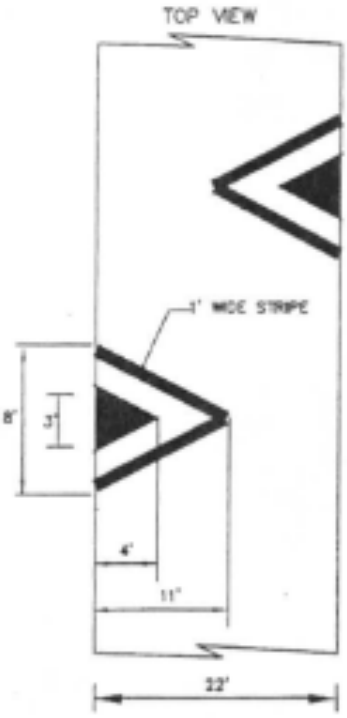
B. Square Footage – The square footage of the wall is determined by multiplying the Vertical Face measurement and the average length of the wall. The length of the wall will be measured along the top of the retaining wall footing blocks and separately along the top of the cap stones. The two resulting measurements will be added together and that sum will be divided by two to determine the average wall length. Measurements will be in feet to the nearest tenth of a foot.

4.02 Payment

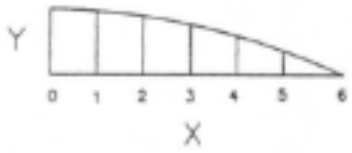
A. Calculation – Payment for the installed retaining wall will be by the total square footage measured along the vertical face of the finished side of the retaining wall at the contract unit price per square foot. The unit price includes all materials, labor, equipment, overhead, profit and any other costs necessary to furnish and install the retaining wall in its entirety as directed by the Chief of Construction Management.



CROSS SECTION AND HUMP DIMENSIONS

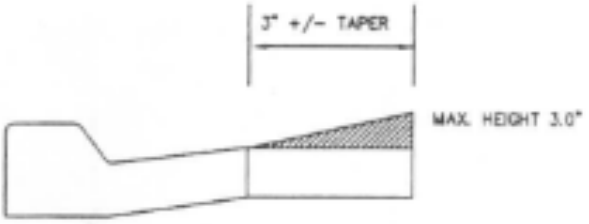


NOTE: MARKINGS TO ALIGN WITH CENTER OF TRAVEL LANE

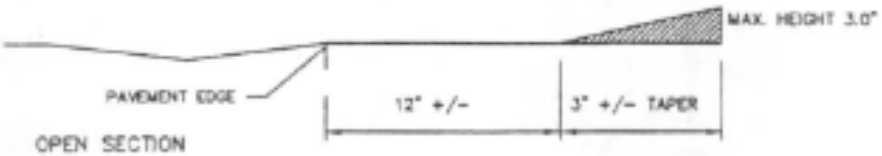


APPROACH ARC DETAIL

X(ft.)	Y(ft.)	Y(inches)
0	0.25	3.0
1	0.24	2.9
2	0.22	2.7
3	0.19	2.3
4	0.14	1.7
5	0.08	0.9
6	0.00	0.0



CLOSED SECTION

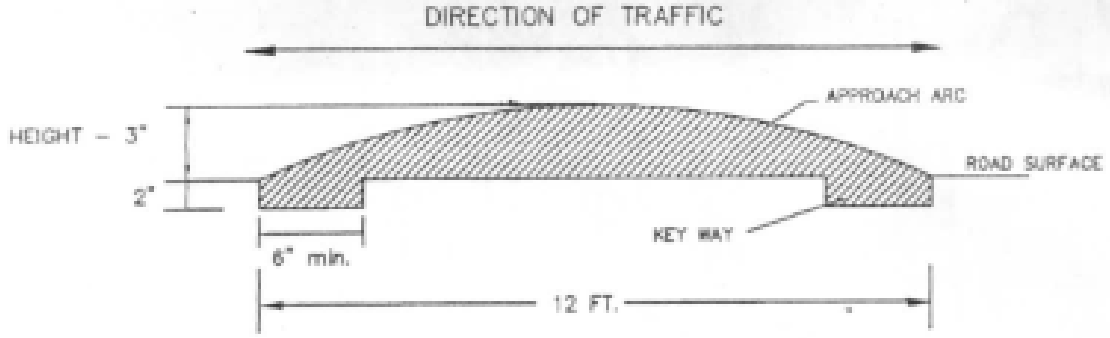


OPEN SECTION

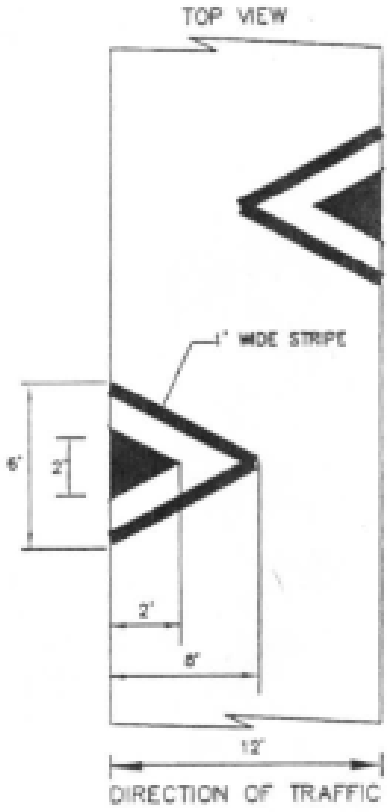
GENERAL NOTES

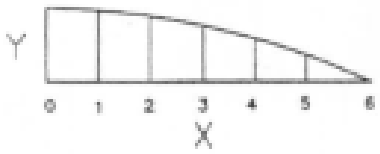
1. THIS GUIDELINE MAY BE USED ONLY WITH THE PRIOR APPROVAL OF DPWT OR DPS.
2. SIGNING AND MARKING TO BE IN ACCORDANCE WITH APPLICABLE DPWT STANDARD.
3. MODIFY MARKINGS AS NECESSARY FOR ONE WAY STREETS.

APPROVED 5/19/2011 DATE Dan Sanchini MANAGER, RIGHT-OF-WAY PLAN REVIEW SECTION	REVISED Approach Arc	MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES SPEED HUMP FLAT TOP PROFILE GUIDELINE



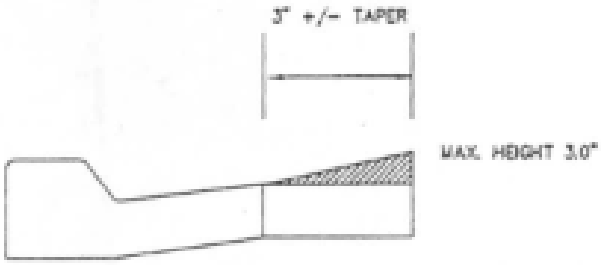
CROSS SECTION AND HUMP DIMENSIONS





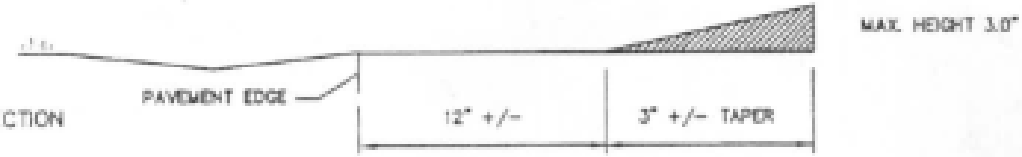
APPROACH ARC DETAIL

X(ft.)	Y(ft.)	Y(inches)
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2	0.22	2.7
3	0.19	2.3
4	0.14	1.7
5	0.08	0.9
6	0.00	0.0



CLOSED SECTION

NOTE: MARKINGS TO ALIGN WITH CENTER OF TRAVEL LANE



OPEN SECTION

GENERAL NOTES

1. THIS GUIDELINE MAY BE USED ONLY WITH THE PRIOR APPROVAL OF DPWT OR DPS.
2. SIGNING AND MARKING TO BE IN ACCORDANCE WITH APPLICABLE DPWT STANDARD.
3. MODIFY MARKINGS AS NECESSARY FOR ONE WAY STREETS.

APPROVED 5/19/2011 DATE MANAGER, RIGHT-OF-WAY PLAN REVIEW SECTION	REVISED Approach Arc	MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES SPEED HUMP WATTS PROFILE GUIDELINE

Montgomery County, MD Noise Law

Chapter 31B. Noise Control.

§ 31B-1. Declaration of policy.

§ 31B-2. Definitions.

§ 31B-3. Regulations.

§ 31B-4. Noise control advisory board.

§ 31B-5. Noise level and noise disturbance violations.

§ 31B-6. Noise level and noise disturbance standards for construction.

§ 31B-6A. Seasonal noise level standard for qualifying outdoor arts and entertainment activities.

§ 31B-7. Measurement of sound.

§ 31B-8. Noise sensitive areas.

§ 31B-9. Leaf removal equipment.

§ 31B-10. Exemptions.

§ 31B-11. Waivers.

§ 31B-12. Enforcement and penalties.

Notes

Editor's note—In Burrows v. United States, 2004 U.S. Dist. LEXIS 1104 (2004), the Court interpreted Montgomery County Code Chapter 31B neither to permit a private cause of action for noise control, nor to permit suit against the federal government. Chapter 31B is discussed in Miller v. Maloney Concrete Company, 63 Md.App. 38, 491 A.2d 1218 (1985).

*Cross references-Noise from quarries, § 38-14; radio, etc., without earphones prohibited in public transit facilities, § 54A-2; industrial area noise regulations, § 59-A-5.7.

Sec. 31B-1. Declaration of policy.

(a) The County Council finds that excessive noise harms public health and welfare and impairs enjoyment of property. The intent of this Chapter is to control noise sources to

protect public health and welfare and to allow the peaceful enjoyment of property. This Chapter must be liberally construed to carry out this intent.

(b) The Department of Environmental Protection administers this Chapter.

(1) The Department must coordinate noise abatement programs of all County agencies, municipalities, and regional agencies.

(2) A County agency, municipality in which this Chapter applies, or regional authority subject to County law must not adopt a standard or regulation that is less stringent than this Chapter or any regulation adopted under this Chapter.

(3) The Director may form an Interagency Coordinating Committee to assist the Director in coordinating noise control policy. If the Director forms the Committee, the Director must designate an individual to chair the Committee. The members of the Committee should be designated by County, local, and regional agencies that the Director invites to participate.

(4) The Department must establish procedures to identify and reduce noise sources when the County plans and issues permits, variances, exemptions, or approvals.

(5) The Department should make recommendations to the County Executive, County Council, and Planning Board regarding noise control policy, regulations, enforcement, and noise sensitive areas. (1996 L.M.C., ch. 32, § 1.)

Editor's note—See County Attorney Opinion dated 3/16/92 explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

Sec. 31B-2. Definitions.

In this Chapter, the following words and phrases have the following meanings:

Arts and entertainment activity means a performance of artistic or creative work, such as a play, film, music, or dance, which is readily accessible to the public, whether or not admission is charged. Arts and entertainment activity includes the time necessary to set up and remove any structure or equipment used in the activity.

Construction means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways.

dBA means decibels of sound, as determined by the A-weighting network of a sound level meter or by calculation from octave band or one-third octave band data.

Daytime means the hours from 7 a.m. to 9 p.m. on weekdays and 9 a.m. to 9 p.m. on weekends and holidays.

Decibel means a unit of measure equal to 10 times the logarithm to the base 10 of the ratio of a particular sound pressure squared to the standard reference pressure squared. For this Chapter, the standard reference pressure is 20 micropascals.

Department means the Department of Environmental Protection.

Director means the Director of the Department of Environmental Protection or the Director's authorized designee.

Enforcement officer means:

(1) for a noise originating from any source:

(A) an employee or agent of the Department designated by the Director to enforce this Chapter;

(B) a police officer; or

(C) a person authorized under Section 31B-12(a) to enforce this Chapter;

(D) a person authorized by a municipality to enforce this Chapter; or

(2) for a noise originating from an animal source, the Director of the Animal Services Division in the Police Department or the Director's authorized designee.

Impulsive noise means short bursts of a acoustical energy, measured at a receiving property line, characterized by a rapid rise to a maximum pressure followed by a somewhat slower decay, having a duration not greater than one second and a field crest factor of 10 dBA or more. Impulsive noise may include, for example, noise from weapons fire, pile drivers, or punch presses.

Leaf blower means any portable device designed or intended to blow, vacuum, or move leaves or any other type of unattached debris or material by generating a concentrated stream of air. Leafblower includes devices or machines that accept vacuum attachments.

Nighttime means the hours from 9 p.m. to 7 a.m. weekdays and 9 p.m. to 9 a.m. weekends and holidays.

Noise means sound, created or controlled by human activity, from one or more sources, heard by an individual.

Noise area means a residential or non-residential noise area:

(1) Residential noise area means land in a zone established under Section 2.1.3.A of Chapter 59 for which the owner has not transferred the development rights, or Sections 2.1.3.B, 2.1.3.C, 2.1.3.D, 2.1.3.G, 2.1.3.H.1, or 2.1.3.H.2 of Chapter 59, or by a political subdivision where Chapter 59 does not apply.

(2) Non-residential noise area means land within a zone established under Section 2.1.3.A of Chapter 59, for which the owner has transferred the development rights, or

Sections 2.1.3.E, 2.1.3.F, 2.1.3.H.3, or 2.1.3.H.4 of Chapter 59, or by a political subdivision where Chapter 59 does not apply.

Noise disturbance means any noise that is:

(1) unpleasant, annoying, offensive, loud, or obnoxious;

(2) unusual for the time of day or location where it is produced or heard; or

(3) detrimental to the health, comfort, or safety of any individual or to the reasonable enjoyment of property or the lawful conduct of business because of the loudness, duration, or character of the noise.

Noise sensitive area means land designated by the County Executive as a noise sensitive area under Section 31B-8.

Noise-suppression plan means a written plan to use the most effective noise-suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.

Person means an individual, group of individuals, corporation, firm, partnership, or voluntary association; or a department, bureau, agency, or instrument of the County or any municipality, or of any other government to the extent allowed by law.

Prominent discrete tone means a sound, often perceived as a whine or hum, that can be heard distinctly as a single pitch or a set of pitches. A prominent discrete tone exists if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the 2 contiguous one-third octave bands by:

(1) 5 dB for center frequencies of 500 Hz and above;

(2) 8 dB for center frequencies between 160 and 400 Hz; or

(3) 15 dB for center frequencies less than or equal to 125 Hz.

Qualifying performing arts facility means the outdoor area of a building, outdoor seasonal, temporary, or permanent stage, or other clearly defined outdoor area or space, which is:

(1) used for an outdoor arts and entertainment activity; and

(2) owned or operated by the County; and

(3) so designed by the County Executive in an Executive Order published in the County Register. The Executive may revoke a designation at any time by publishing an Executive Order revoking the designation in the County Register.

Receiving property means any real property where people live or work and where noise is heard, including an apartment, condominium unit, or cooperative building unit.

Sound means an auditory sensation evoked by the oscillation of air pressure.

Source means any person, installation, device, or animal causing or contributing to noise. (1996 L.M.C., ch. 32, § 1; 2001 L.M.C., ch. 2, § 1; 2011 L.M.C., ch. 7, § 1; 2016 L.M.C., ch. 8, § 1.)

Editor's note—See County Attorney Opinion dated 10/6/00 indicating that long-term parking on public streets is prohibited in certain circumstances, but not based on the size of the vehicle. See County Attorney Opinion dated 3/16/92 explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

Sec. 31B-3. Regulations.

The County Executive may establish noise control regulations and standards as necessary to accomplish the purposes and intent of this Chapter. Any regulation must be at least as stringent as this Chapter. The Executive by regulation may set fees that are sufficient to offset the costs of Department reviews or other actions required or authorized by this Chapter. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-4. Noise control advisory board.

(a) A Noise Control Advisory Board must advise the County Executive, Director, County Council, and Planning Board on noise control issues, including administration and enforcement of this Chapter.

(b) The Board consists of 11 members appointed by the Executive and confirmed by the Council.

(c) The Board must elect one member as Chair and another member as Vice-Chair to serve at the pleasure of the Board. The Board must meet at the call of the chairperson as required to perform its duties, but not less than once each quarter. A majority of the members of the Board constitutes a quorum for transacting business. The Board may act by a majority vote of those present.

(d) At least every third year, the Board must evaluate the effectiveness of the County's noise control program and recommend any improvements to the Director, County Executive, County Council, and Planning Board.

(e) No later than March 1 each year, the Chair of the Board must report to the Director, County Executive, County Council, and Planning Board on activities and actions the Noise Control Advisory Board took during the previous calendar year.

(f) Advocacy. The Commission must not engage in any advocacy activity at the State or federal levels unless that activity is approved by the Office of Intergovernmental Relations. (1996 L.M.C., ch. 32, § 1; 1999 L.M.C., ch. 2, § 1; 2016 L.M.C., ch. 15, § 1.)

Editor's note-1999 L.M.C., ch. 2, § 1, increased the number of Board members from 7 to 11. 1999 L.M.C., ch. 2, § 2, states:

Sec. 2. Transition.

(a) The terms of the 4 members of the Noise Control Advisory Board added by this Act end:

(1) for 1 member, on September 30, 1999, and every third year thereafter;

(2) for 2 members, on September 30, 2000, and every third year thereafter; and

(3) for 1 member, on September 30, 2001, and every third year thereafter.

(b) When appointing the first individual to serve in one of the 4 new positions, the County Executive must designate the term in subsection (a) for which the Executive is appointing the individual.

(c) This Act does not affect the term of any current member of the Board.

Cross reference-Boards and commissions generally, § 2-141 et seq.

Sec. 31B-5. Noise level and noise disturbance violations.

(a) Maximum allowable noise levels.

(1) Except as otherwise provided in Sections 31B-6(a), 31B-6A, and 31B-8, a person must not cause or permit noise levels that exceed the following levels:

Maximum Allowable Noise Levels (dBA) for Receiving Noise Areas

Daytime

Nighttime

Non-residential noise area

67

62

Residential noise area

65

55

(2) A person must not cause or permit the emission of a prominent discrete tone or impulsive noise that exceeds a level, at the location on a receiving property where noise from the source is greatest, that is 5 dBA lower than the level set in paragraph (1) for the applicable noise area and time.

(3) Sound that crosses between residential and non-residential noise areas must not exceed the levels set in paragraph (1) for residential noise areas.

(b) Noise disturbance. A person must not cause or permit noise that creates a noise disturbance.

(c) Examples. The following examples illustrate common noise-producing acts that violate this section if they exceed the noise level standards set in subsection (a) or create a noise disturbance. The examples are illustrative only and do not limit or expand the noise level or noise disturbance standards of this section:

(1) Sounding a horn or other signaling device on any motor vehicle on private property except:

(A) in an emergency; or

(B) as a danger warning signal during daytime hours if the device complies with noise level limits.

(2) Operating a sound-producing device on public streets for commercial advertising or to attract public attention.

(3) Selling anything by outcry.

(4) Loading, unloading, opening, closing or otherwise handling containers, building materials, construction equipment, or similar objects.

(5) Operating a device that produces, reproduces, or amplifies sound.

(6) Allowing an animal to create a noise disturbance.

(7) Operating power equipment mounted on a motor vehicle or operating other devices powered by a generator or a motor vehicle. (1996 L.M.C., ch. 32, § 1; 2011 L.M.C., ch. 7, § 1.)

Editor's note—See County Attorney Opinion dated 10/6/00 indicating that long-term parking on public streets is prohibited in certain circumstances, but not based on the size of the vehicle. See County Attorney Opinion dated 3/16/92 explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

Sec. 31B-6. Noise level and noise disturbance standards for construction.

(a) Maximum allowable noise levels for construction.

(1) A person must not cause or permit noise levels from construction activity that exceed the following levels:

(A) From 7 a.m. to 5 p.m. weekdays:

(i) 75 dBA if the Department has not approved a noise-suppression plan for the activity; or

(ii) 85 dBA if the Department has approved a noise-suppression plan for the activity.

(B) The level specified in Section 31B-5 at all other times.

(2) Construction noise levels must be measured at the location, at least 50 feet from the source, on a receiving property where noise from the source is greatest.

(3) The Department must by regulation establish requirements for noise-suppression plans and adopt procedures for evaluating and approving plans. The regulations must provide that, at least 10 days before approving a noise-suppression plan, the Director must provide public notice reasonably calculated to reach at least a majority of households that might be affected by the construction activity noise levels above 75 dBA.

(b) Construction noise disturbance. The prohibition on noise disturbance in Section 31B-5(b) applies to construction activities, notwithstanding subsection (a).

(c) Examples. The following examples illustrate common construction noise-producing acts that violate this section if they exceed the noise level standards set in subsection (a) or create a noise disturbance. The examples are illustrative only and do not limit or expand the construction noise level or noise disturbance standards of this section:

(1) Delivering materials or equipment, or loading or unloading during nighttime hours in a residential noise area.

(2) Operating construction equipment with audible back-up warning devices during nighttime hours. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-6A. Seasonal noise level standard for qualifying outdoor arts and entertainment activities.

(a) Each outdoor arts and entertainment activity held at a qualifying performing arts facility must not exceed the following noise decibel limits:

(1) from 11 a.m. to 11 p.m. during April 1 through October 31, 75 dBA, as measured on the receiving property; and

(2) at all other times, the maximum allowable noise level set in Section 31B-5.

(b) A qualifying performing arts facility which has complied with this Section must not cause or permit noise levels from an outdoor arts and entertainment activity to exceed the standards in subsection (a).

(c) Any outdoor arts and entertainment activity conducted at a qualifying performing arts facility which has complied with this Section must not be cited as causing a noise disturbance.

(d) The Department must annually advise the Executive and Council, and the operator of each qualifying perming arts facility, whether the noise levels specified in this Section remain appropriate for that facility and the extent of compliance with those levels. (2011 L.M.C., ch. 7, § 1)

Sec. 31B-7. Measurement of sound.

(a) The Department must issue regulations establishing the equipment and techniques it will use to measure sound levels. The Department may rely on currently accepted standards of recognized organizations, including the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), and the United States Environmental Protection Agency.

(b) For multiple sources of sound, the Department may measure sound levels at any point to determine the source of a noise. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-8. Noise sensitive areas.

(a) The County Executive may designate by regulation land within any geographical area as a noise sensitive area to protect public health, safety, and welfare. The regulation may prohibit certain noise producing activities in the noise sensitive area.

(b) A regulation under subsection (a) must:

(1) describe the area by reference to named streets or other geographic features;

(2) explain the reasons for the designation;

(3) establish specific noise limits or requirements that apply in the noise sensitive area; and

(4) describe by example or enumeration activities or sources that violate the limits or requirements.

(c) A regulation under subsection (a) may establish limits or requirements for a noise sensitive area that are more stringent than those that otherwise would apply to the area under this Chapter. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-9. Leaf removal equipment.

(a) Except as provided in this section, a person must not sell, buy, offer for sale, or use a leafblower at any time that has an average sound level exceeding 70 dBA at a distance of 50 feet. This requirement is in addition to any other noise level or noise disturbance standard that applies under this Chapter.

(b) An individual who owns or occupies a residence in a residential noise area may use at the individual's residence a leafblower bought or manufactured before July 1, 1990, until July 1, 1998, even if it exceeds the standard in subsection (a). After July 1, 1998, a person must not use any leafblower that violates the standard in subsection (a).

(c) The Department must apply the standard in subsection (a) in accordance with the most current leaf-blower testing standard of the American National Standards Institute (ANSI).

(d) The Department may inspect, and on its request a person must produce, any leafblower that is sold, offered for sale, or used in the County, to determine whether the leafblower complies with this section. A person who relies in good faith on a manufacturer's written representation of the sound level of a leafblower that has not been modified is not subject to a penalty for violating this section.

(e) Sale of combustion leaf removal equipment – prohibited. A person must not sell or offer for sale a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum.

(f) Use of combustion leaf removal equipment – prohibited. A person must not use a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum.

(g) Reimbursement. Subject to an appropriation by the County Council, the Director must establish a time-limited program based on criteria set by regulation to partially reimburse County residents and businesses that purchase electric leaf blowers or leaf vacuums.

(h) Application for reimbursement. To receive reimbursement under subsection (g), an applicant must apply to the Director in a form prescribed by the Director.

(i) Regulations. Not later than March 30, 2024, the County Executive must transmit to the Council Method (1) regulations to establish the reimbursement program under subsection (g).

(j) An enforcement officer may issue a civil citation under this Section if the Director receives a complaint of a noise disturbance supported by photographic evidence of a violation of subsection (f).

(k) Annual reporting. By February 1 of each year, the Director must submit to the Council an annual report for the preceding year on the successes or challenges of the reimbursement program, outreach activities, statistical data related to enforcement, new technology trends for electrification of lawn care equipment, and any recommended

changes to the law or operating budget. The Council may request the Director to provide additional information, as needed. (1996 L.M.C., ch. 32, § 1; 2023 L.M.C., ch. 31, § 1.)

Editor's note—2023 L.M.C., ch. 31, § 2, states: Effective date; staggered implementation. The prohibition against sales under subsection (e) of Section 31B-9, added under Section 1 of this Act, must take effect on July 1, 2024. The prohibition against use under subsection (f) of Section 31B-9, added under Section 1 of this Act, must take effect on July 1, 2025.

2023 L.M.C., ch. 31, § 3, states: Required notices. On or after the effective date of this Act and before the effective date of the prohibition against sales under this Act, a person who sells, at retail, a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum in the County must provide conspicuous notice to the consumer that the leaf blower usage will be prohibited in the County.

Sec. 31B-10. Exemptions.

(a) This Chapter does not apply to:

(1) agricultural field machinery used and maintained in accordance with the manufacturer's specifications;

(2) emergency operations by fire and rescue services, police agencies, or public utilities and their contractors;

(3) a source or condition expressly subject to any State or federal noise-control law or regulation that is more stringent than this Chapter;

(4) sound, not electronically amplified, created between 7 a.m. and 11 p.m. by sports, amusements, or entertainment events or other public gatherings operating according to the requirements of the appropriate permit or licensing authority. This includes athletic contests, carnivals, fairgrounds, parades, band and orchestra activities, and public celebrations.

(b) The County Executive may issue regulations exempting from Section 31B-5 sources associated with routine residential living during daytime hours, such as home workshops, power tools, and power lawn and garden equipment, when used in accordance with manufacturer specifications. This exception does not apply to repairs or maintenance on a motor vehicle that is not registered for use on public roads.

(c) Section 31B-9 of this Chapter does not apply to agricultural producers located on agriculturally assessed properties where farming or agricultural use and activities are permitted under Article 59, Section 3.2.6 of the Zoning Ordinance. (1996 L.M.C., ch. 32, § 1; 2023 L.M.C., ch. 31, § 1.)

Editor's note—2023 L.M.C., ch. 31, § 3, states: Required notices. On or after the effective date of this Act and before the effective date of the prohibition against sales under this Act, a person who sells, at retail, a combustion engine-powered handheld, backpack, or walk-

behind leaf blower or leaf vacuum in the County must provide conspicuous notice to the consumer that the leaf blower usage will be prohibited in the County.

Sec. 31B-11. Waivers.

(a) Temporary waiver.

(1) The Director may waive any part of this Chapter for a temporary event if the noise the event will create or cause in excess of the limits established under this Chapter is offset by the benefits of the event to the public.

(2) When the Director receives an application under this subsection, the Director must provide public notice of the application reasonably calculated to reach at least a majority of households that might be affected by noise levels anticipated for the event. The Director must not approve an application under this subsection less than 10 days after the public notice.

(b) General waiver.

(1) The Director may waive any part of this Chapter if the Director determines that compliance in a particular case is not practical and would impose undue hardship.

(2) When the Director receives an application under this subsection, the Director must schedule a hearing on the application within 60 days.

(3) At least 30 days before the hearing, the applicant must advertise the hearing by:

(A) placing a display advertisement in a newspaper of general circulation in the community where the source that is the subject of the application is located; and

(B) posting a sign at the location of the source.

(4) Based on evidence presented at the hearing, the Director may grant a waiver for up to 3 years, under terms and conditions appropriate to reduce the impact of the exception.

(5) The Director may renew a waiver granted under this subsection if the applicant shows that the circumstances supporting the original waiver have not changed.

(c) Violation of waiver. The Director may suspend, modify, or revoke a waiver granted under this section if a person violates the terms or conditions of the waiver.

(d) Regulations and fees. The County Executive must issue regulations implementing this section that:

(1) set the procedures and fees to apply for a waiver under subsections (a) or (b);

(2) require the applicant to use the best technology and strategy reasonably available to mitigate noise, as determined by the Director;

(3) allow temporary waivers under subsection (a) of no more than 30 days, renewable at the discretion of the Director no more than twice; and

(4) specify the requirements for the hearing advertisement and sign required under subsection (b)(3). (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-12. Enforcement and penalties.

(a) The Department must enforce this Chapter. The County Executive may delegate in writing the authority to enforce parts of this Chapter to the Police Department or any other Executive agency.

(b) A violation of this Chapter is a Class A violation. Each day a violation continues is a separate offense. A violation of Section 31B-6 is a separate offense in addition to any other violation of this Chapter arising from the same act or occurrence.

(c) The Department may seek injunctive or other appropriate judicial relief to stop or prevent continuing violations of this Chapter.

(d) If the Director finds that a person has violated this Chapter, the Director may issue a notice of violation and corrective order to the person. The notice must contain the following information:

(1) the section of this Chapter that the person violated;

(2) the date, nature, and extent of the violation;

(3) the action required to correct the violation;

(4) if the Director requires a compliance plan, the deadline for submitting the plan to the Director; and

(5) the deadline for compliance.

(e) The compliance plan referred to in subsection (d)(4) must establish a schedule for achieving compliance with this Chapter, as specified in the corrective order. A compliance plan, and amendments to a plan, are not effective until the Director approves the plan or amendment. An action allowed under an approved compliance plan does not violate this Chapter.

(f) Except as provided in Section 31B-9(j), an enforcement officer may issue a civil citation for any violation of this Chapter if the enforcement officer:

(1) witnesses the violation; or

(2) receives complaints from at least 2 witnesses of a noise disturbance.

Complaints by 2 witnesses are required to issue a citation under paragraph (2), but are not required to prove that a person violated this Chapter.

(g) The Executive Director of the Office of Animal Services may initiate administrative action before the Animal Matters Hearing Board instead of an enforcement officer issuing a citation under subsection (f) for a violation of this Chapter originating from an animal source.

(h) A person aggrieved by any action or order of the Director under Sections 31B-9 and 31B-11 may seek reconsideration within 10 days after the date of the action or order. A request for reconsideration must be in writing to the Director, and must specify the date and nature of the action or order, the injury sustained, the remedy requested, and the legal basis for the remedy. If the Director finds that there are material facts in dispute, the Director may refer the matter to a hearing officer under the procedures specified in Chapter 2A. If the Director finds that there are no material facts in dispute, the Director must make a final decision on the request for reconsideration in writing within 45 days after receiving the request. The aggrieved person may appeal from the Director's final decision within 30 days after the Director issues the decision, as provided in Section 2A-11.

(i) (1) A person responsible for a violation of Section 31B-6 and the person responsible for the management or supervision of the construction site where the source of the violation is located are jointly and severally liable for the violation.

(2) For recurring violations of Section 31B-6 on the same construction site, in addition to any other penalty under this Chapter, the Director may issue a stop work order, as provided in Section 8-20, for up to:

(A) 3 consecutive working days for a second violation within 30 days after the first violation;

(B) 5 consecutive working days for a third violation within 60 days after the first violation; and

(C) 7 working days per offense for the fourth and subsequent violations within a 120-day period.

(3) This Chapter does not limit the Director's authority under Chapter 8 to revoke a permit or approval issued under that Chapter.

(j) Any person aggrieved by a violation of this Chapter may file a civil action in any court with jurisdiction against a person responsible for the alleged violation. The aggrieved person must notify the alleged violator and the Director of the alleged violation at least 60 days before filing the action. A person must not file an action under this subsection if the County Attorney has filed a civil action against the same alleged violator regarding the same violation. (1996 L.M.C., ch. 32, § 1; 2001 L.M.C., ch. 2, § 1; 2020 L.M.C., ch. 18, §1.; 2023 L.M.C., ch. 31, § 1.)

Editor’s note—2023 L.M.C., ch. 31, § 3, states: Required notices. On or after the effective date of this Act and before the effective date of the prohibition against sales under this Act, a person who sells, at retail, a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum in the County must provide conspicuous notice to the consumer that the leaf blower usage will be prohibited in the County.

2020 L.M.C., ch. 18, § 2, states: Sec. 2. Transition. References to the Division of Animal Services in County law, contract, or regulation means the Office of Animal Services.

Montgomery County Noise Ordinance

Construction Noise

Construction and development projects are by their nature not quiet. However, with careful planning and operation, it's possible to minimize potential noise disturbances from construction activities. Construction workers, contractors and engineers, should be aware of how activities are regulated under the Montgomery County Noise Control Law.

If after reading this information you believe a construction site is in violation of the Montgomery County Noise Control Law, file a Two-Party Noise Complaint.

Please note that start times are delayed and noise levels are decreased for construction activities on County Holidays.

- **Noise Control Home**
- Construction Noise
- Noise Waivers & Suppression Plans
- Reducing Noise Problems
- File a Noise Complaint

Construction Noise Basics

Virtually all potential noise sources that operate permanently or semi-permanently can be designed or controlled to meet the receiving property line standard. Likewise, potential sources under human control, such as electronically amplified sound, can be designed to meet the law requirements.

Noise from some construction activities, however, is difficult, if not impossible, to control to the receiving property line. This is because the engineering design and technical controls that are effective on stationary sources aren't practical or reasonable for a temporary, often mobile, noise source.

The Noise Control Law, therefore, contains certain standards specific to construction noise. DEP has several tools available to help mitigate and regulate this potential source of disturbance.

Construction Noise Exemptions and Standards

The Montgomery County Noise Control Law defines construction as temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or

demolition of structures or roadways. Construction noise levels must be measured on a receiving property, but no closer than 50 feet from the noise source.

Notice to Contractors

From **7 am to 5 pm weekdays**, construction noise levels must not exceed:

- **75 dBA** without a Noise Suppression Plan
- **85 dBA** with a Noise Suppression Plan

Download Noise Suppression Plan Guidelines (PDF)

At all times other than 7 am to 5 pm weekdays, the general guidelines in the Noise Control Law must be met. The following table provides a summary of the noise standards for construction activities:

Construction Noise Standards by Time of Day		
Time of Day	**Residential**	**Non-residential***
Weekday: 7 am to 5 pm (exempted hours)	75 dBA (85 dBA with a Noise Suppression Plan)	75 dBA (85 dBA with a Noise Suppression Plan)
Weekday: 5 pm to 9 pm (daytime hours)	65 dBA	67 dBA
Weekday: 9 pm to 7 am	55 dBA	62 dBA
Weekends and Holidays**: 9 am to 9 pm (daytime hours)	65 dBA	67 dBA
Weekends and Holidays**: 9 pm to 9 am (nighttime hours)	55 dBA	62 dBA

*In most circumstances in the County, the receiving property will be considered residential.

Be Aware! Construction activities are also subject to the "Noise Disturbance" provisions of the Law. Although a noise disturbance could conceivably occur at any time, it is most likely to happen during nighttime hours. The following are examples of noise disturbances:

- The delivery of materials or equipment;
- The loading or unloading in a residential area; or
- The operating of construction equipment with audible backup warning devices.

The County mails copies of the Law upon request. If you have questions or comments, **contact 311** .

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

ADDENDUM 1

DATE: January 30, 2026

REFERENCE: City of Rockville
Invitation for Bids: **IFB 16-26**
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Scheduled Bid Due Date: **Wednesday, February 25, 2026 at 2:00 P.M. (EST)**

Pre-Bid Conference Change:

1. **The new Pre-Bid Conference date is Wednesday, February 4, 2026 at 11:00 A.M. EST. Updated link provided below:**
   https://rockvillemd.webex.com/weblink/register/rfa5f840a05e8d968fe007a4e1064d72b

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

AJ Romano Construction Inc
Company Name

Authorized Signature

2/25/26
Date

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	Remove, dispose & replace existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	6,000	$37.00	$222,000.00
2	Remove & dispose existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	100	$12.00	$1,200.00
3	Furnish & Install new Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	200	$28.00	$5,600.00
4	Furnish & install SHA Std. 620.02 Type A concrete curb & gutter (8” face) including excavation, backfill, topsoil, seed & mulch)	L. F.	100	$27.00	$2,700.00
5	Remove & dispose of existing temp. bituminous concrete curb.	L. F.	50	$12.00	$600.00
6	Install new temp. bituminous concrete curb. (SHA detail MD 615.01)	L. F.	50	$12.00	$600.00
7	Furnish & Install new SHA Std. 645.02 monolithic concrete median (height & width vary). Including saw cut existing surface, demolition of existing surface, excavation, refill, curing, etc.	C. Y.	20	$350.00	$7,000.00
8	Remove, dispose & replace existing Montg. Co. Std. 110.01, 4-inch thick concrete sidewalk, width varies. Including demol1tion, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	7,000	$80.00	$560,000.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
9	Remove & dispose of existing Montg. Co. Std. 110.01 ,4-inch thick concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	50	$10.00	$500.00
10	Furnish & Install new MC 110.01 concrete sidewalk, 4-inch thick, width varies, (including excavation, backfill, curing, topsoil, seed & mulch restoration)	S. Y.	1,000	$50.00	$50,000.00
11	Remove & dispose of existing asphalt sidewalks & paths, maximum 6-inch thick, width varies. (including demolition, excavation, backfill, topsoil, seed & mulch restoration)	S. Y.	50	$12.00	$600.00
12	Furnish & install detectable warning strips (ARMOR-TILE) Tactile System or approved equal for ADA compliance on curb ramps.	S. F.	200	$50.00	$10,000.00
13	Concrete grinding of sidewalk trip hazards as per Technical Specifications	L. F.	1,000	$12.00	$12,000.00
14	Remove & dispose of existing 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$12.00	$600.00
15	Remove & dispose of existing 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$12.00	$600.00
16	Remove, dispose & replace existing 7- inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	2,000	$95.00	$190,000.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
17	Remove, dispose & replace existing 9- inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	400	$100.00	$40,000.00
18	Furnish & install new 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	100	$75.00	$7,500.00
19	Furnish & install new 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$85.00	$4,250.00
20	Remove, dispose & replace existing 4- inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	$42.00	$42,000.00
21	Furnish & Install new 4-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	$200.00	$200,000.00
22	Remove, dispose & replace existing 7- inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	$225.00	$225,000.00
23	Furnish & Install new 7-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	$200.00	$200,000.00
24	Remove & dispose of existing asphalt roadway paving and subgrade.	C. Y.	100	$42.00	$4,200.00
25	Saw cut existing asphalt or concrete to full depth of the existing thickness when directed by the City Inspector. *Generally, saw cutting is incidental to all removal costs.*	L. F.	100	$2.40	$240.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
26	Remove, dispose & replace existing reinforced concrete inlet tops, including front angle irons, manhole frame & cover and field paint all metal surfaces.	S. Y.	50	$95.00	$4,750.00
27	Remove, dispose & replace existing concrete inlet throat, including top slab support.	L. F.	50	$38.00	$1,900.00
28	Furnish & install MSHA Hot Mix Asphalt base course for small patches as per SHA Specifications, Section 505 (25mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	$135.00	$27,000.00
29	Furnish & install MSHA Hot Mix Asphalt surface course for small patches as per SHA Specifications, Section 505 (12.5mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	$135.00	$13,500.00
30	Furnish & install MSHA Hot Mix Asphalt base course for large patches as per SHA Specifications, Section 505 (25mm size agg) by machine. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	$135.00	$27,000.00
31	Furnish & install MSHA Hot Mix Asphalt surface course for large patches as per SHA Specifications, Section 505 (12.5mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	$135.00	$13,500.00
32	Furnish & install Graded Aggregate Base (GAB) in trenches & patches as directed, including earth excavation, excess disposal off site, compaction, etc.	TON	100	$60.00	$6,000.00
33	Furnish & install MSHA Hot Mix Asphalt for pathways, 2-inch asphalt surface (9.5mm) and 4-inch asphalt base (25mm) including compaction. (excavation & grading not included)	TON	200	$135.00	$27,000.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
34	Furnish & install sod, complete, in place per WSSC Specifications, section 02930	S. Y.	100	$12.00	$1,200.00
35	Furnish & install seed & mulch restoration where directed by the City Inspector, per SHA specifications. *Generally, seed & mulch restoration is incidental to all pay items. Does not*	S. Y.	100	$10.00	$1,000.00
36	Furnish & install clean, screened, natural topsoil, including subgrade preparation, placement, spreading, surface preparation, in accordance with MSHA Std. Specs, Section 705.	TON	100	$80.00	$8,000.00
37	Furnish, install & compact select borrow backfill material per MDSHA specifications. *Minimum 105 PCF unit weight required*	TON	50	$40.00	$2,000.00
38	Furnish & install MDSHA (min 9-inch thick) Portland Cement Concrete Paving, in place, per MDSHA specs., including longitudinal ties, excavation,	C. Y.	50	$200.00	$10,000.00
39	Remove & replace existing brick masonry channels in manholes & inlets, including all disposal off-site.	C. F.	50	$28.00	$1,400.00
40	Remove & replace existing brick retaining walls, to match existing, including all labor & materials. *For spot repairs only.*	C. F.	50	$45.00	$2,250.00
41	Provide & install masonry unit block retaining wall system, including aggregate base leveling course, ties, reinforcing, installed per Manufactures requirements. Max height of wall to be 4-feet. Includes all excavation, filter cloth, gravel drain backfill, Block to be Keystone, standard unit, straight face, buff color.	SQ. FT. / Vertical wall face	500	$25.00	$12,500.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
42	Furnish, install & fill various sizes of vinyl coated wire gabion baskets, per City Specifications. Includes excavation, compaction of subgrade, leveling and stacking of baskets, rip-rap stone placement and filter cloth.	C. Y.	20	$90.00	$1,800.00
43	Furnish & install MDSHA #57 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	$100.00	$5,000.00
44	Furnish & install MDSHA #2 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	$120.00	$6,000.00
45	Provide variable message board (VMS), including delivery, installation, set-up, programming, maintenance & appurtenances and removal for continuous 24-hour operational daily use. *Each VMS to be solar powered, 3- line message face, full sized, trailer mounted.*	Each/day	100	$60.00	$6,000.00
46	Miscellaneous unclassified earth excavation, including stock piling of existing material for re-use, & disposal off-site of excess.	C. Y.	100	$25.00	$2,500.00
	GRAND TOTAL				**$1,967,490.00**

STIPULATED ITEMS *(Do not provide pricing)*

By submittal of this bid document, the Bidder hereby agrees to and accepts the prices stipulated in the following items

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
47	Furnish & install Hot Mix Asphalt for Speed Humps per Montgomery Co. Detail shown in Appendix A	Each	1	$4,500.00	XX
48	Vertically adjust sanitary sewer manhole frame & cover up to 4-inches, per COR standard detail SM-1, Inc. all labor and materials	Each	1	$500.00	XX

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
49	Vertically adjust water valve box frame & cover up to 4-inches, per COR standard detail WV-1 Inc. all labor and materials	Each	1	$400.00	XX
50	Vertically adjust water meter crock frame & cover up to 4-inches per WSSC Specifications Inc. all labor and	Each	1	$500.00	XX
51	Vertically adjust sanitary sewer house connection cleanout lid up to 4-inches per WSSC Specifications Inc. all labor and materials	Each	1	$500.00	XX
52	Furnish & install / construct 4-foot diameter manhole per WSSC Std. det. S-3.0 and per WSSC specifications	V. F.	1	$1,000.00	XX
53	Furnish & install / construct standard type C endwall per MDSHA det. MD354.01	C. Y.	1	$2,000.00	XX
54	Furnish & install / construct standard WR inlet per MDSHA std. det. MD374.04	Each	1	$9,000.00	XX
55	Furnish & install / construct standard COG inlet, 5-foot throat only, per MDSHA std. det. MD374.31	Each	1	$8,000.00	XX
56	Furnish & install / construct standard COS inlet, 5-foot throat only, per MDSHA std. det. MD374.41	Each	1	$8,000.00	XX
57	Furnish & install / construct standard single or double opening type K inlet with grate, per MDSHA std. det. MD378.11	Each	1	$6,000.00	XX
58	Construct WSSC standard field connection (up to 21-inch diameter RCP) complete, in-place, including earth excavation, backfill and compaction.	Each	1	$2,000	XX
59	Construct concrete stairs per MDSHA Std. MD657.00, complete, in-place, including earth excavation and backfill, as directed.	C. Y.	1	$1,500.00	XX
60	Furnish and install 15-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$300.00	XX

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
61	Furnish and install 18-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$350.00	XX
62	Furnish and install 21-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$425.00	XX
63	Furnish and install 24-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$500.00	XX
64	Rock Excavation as directed	C. Y.	1	$400.00	XX
65	Miscellaneous and test pit excavation BY HAND as directed	V. F.	1	$200.00	XX
66	Furnish and install asphaltic “cold-mix” material, including compaction for temporary patches as directed	TON	1	$300.00	XX
67	Furnish, install and maintain “gutter buddy” or approved equal for inlet protection as directed.	Each	1	$600.00	XX
68	Furnish and install silt fence (entrenched)	L. F.	1	$10.00	XX
69	Furnish and install plastic green tree save fence and/or orange safety fence as directed	L. F.	1	$10.00	XX
70	Provide pressure injected epoxy crack repair as described in Technical Specification.	L. F.	1	$150.00	XX
71	Provide trowel Graded Mortar Repairs as described in Technical Specification.	C. F.	1	$350.00	XX

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	**Remove and Dispose** of exist. Temp. Asphalt repairs or patches	SY	50	$50.00	$2,500.00
2	**Remove, Re-grade and Replace** existing unit pavers or brick pavers to re-establish proper grade or cross- slope.	SY	1,500	$178.00	$267,000.00
3	**Remove and Dispose** of existing concrete or asphalt sidewalks including minor re-grading as necessary	SY	1,000	$10.00	$10,000.00
4	**Remove and Dispose** of existing brick or unit pavers	SY	100	$20.00	$2,000.00
5	Remove and dispose of unsuitable earth or subgrade material	CY	100	$75.00	$7,500.00
6	**Furnish and Install** Graded Aggregate Base (GAB)	TONS	200	$50.00	$10,000.00
7	**Furnish and Install** miscellaneous concrete for curb and gutter and 4" finished sidewalk curb ramps	CY	10	$550.00	$5,500.00
8	**Furnish and Install** unfinished concrete for brick and unit paver base	CY	50	$350.00	$17,500.00
9	**Furnish and Install** select earth backfill including compaction	CY	10	$125.00	$1,250.00
10	**Furnish and Install** Amerigrid EL130-660	SY	100	$10.00	$1,000.00
11a	**Furnish and Install** new 2" unit pavers, including sand leveling course & joints as specified.	SY	200	$85.00	$17,000.00
11b	**Furnish and Install** new 3" unit pavers, including sand leveling course & joints as specified	SY	400	$90.00	$36,000.00
12	**Furnish and Install** Mirafi 600X Sand retention Fabric	SY	100	$25.00	$2,500.00
13	**Furnish and Install** seed and mulch for restoration when directed by the City.	SY	500	$10.00	$5,000.00
14	**Furnish and Install** Sod when directed by the City.	SY	100	$25.00	$2,500.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
15	**Furnish, Install, and Maintain** Inlet protection	EACH	1	$600.00	$600.00
16	**Furnish and Install** ScreenedTopsoil	SY	500	$15.00	$7,500.00
17	**Furnish and Install** joint sand to existing paver joints. (Excludes new paver installations) less than 100 S.Y.	SY	100	$25.00	$2,500.00
18	**Furnish and Install** joint sand to existing paver joints (Excludes new paver installation) greater than 100 S.Y.	SY	5,000	$15.00	$75,000.00
19	Saw cut existing asphalt pavement	LF	500	$5.00	$2,500.00
20	**Remove and Re-install** existing Granite curb (including additional backfill to re-establish grade	LF	500	$30.00	$15,000.00
21	**Repair, Reconstruct, Construct** brick retaining walls	SFVF	500	$25.00	$12,500.00
	GRAND TOTAL				$502,850.00

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

ADDENDUM 1

DATE: January 30, 2026

REFERENCE: City of Rockville
Invitation for Bids: **IFB 16-26**
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Scheduled Bid Due Date: **Wednesday, February 25, 2026 at 2:00 P.M. (EST)**

Pre-Bid Conference Change:

1. **The new Pre-Bid Conference date is Wednesday, February 4, 2026 at 11:00 A.M. EST. Updated link provided below:**
   https://rockvillemd.webex.com/weblink/register/rfa5f840a05e8d968fe007a4e1064d72b

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

AJ Romano Construction Inc.
11071-A Guilford Rd.
Annapolis Junction, MD 20701
Company Name

2-2-26
Date

Authorized Signature
Antonio J. Romano
President
AJ Romano Construction Inc.
11071-A Guilford Rd.
Annapolis Junction, MD 20701

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
A.J. Romano Construction, Inc.
11071-A Guilford Road
Annapolis Junction, MD 20701

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions Premier Insurance Corporation
1200 Main Street, Suite 800
Kansas City, Missouri 64105

OWNER:
(Name, legal status and address)
The Mayor and Council of Rockville, Maryland
111 Maryland Avenue
Rockville, Maryland 20850
BOND AMOUNT: $ 5% of amount bid

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

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

PROJECT:
(Name, location or address, and Project number, if any)
IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

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.

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User Notes:
(812930934)

25th
Signed and sealed this ^ day of February, 2026

A.J. Romano Construction, Inc.
(Contractor as Principal) *(Seal)*

Antonio J. Romano
President
(Title)

(Witness)

Swiss Re Corporate Solutions Premier Insurance Corporation
(Surety) *(Seal)*

(Witness)

(Title) Joshua B. Hauserman, Attorney-in-Fact

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(812930934)

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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

WILLIAM FRANCIK, GARY L. BERGER, JOSHUA B. HAUSERMAN, JONATHAN KIBLER, CRAIG BANCROFT, STEPHEN M. MUTSCHELLER, MARY GOSKA,

R. NELSON OSTER, EMILY BRENNAN, ROBERT F. WHITE, JAMIE LAWRENCE, SIMON SPATH and JENNIFER SCHIAZZA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 20 25.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 11th day of June, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of February, 20 26.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



ROCKVILLE, MARYLAND
CONSTRUCTION CONTRACT

CONSTRUCTION, REPAIR, AND MAINTENANCE OF VARIOUS TYPES OF BRICK SIDEWALKS AND ROADWAYS

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**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the "**Mayor and Council**" or "**City**"), and **A. J. ROMANO CONSTRUCTION INC.**, a Maryland corporation (the "**Contractor**"). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the "**Party**," or collectively as the "**Parties**."

R E C I T A L S

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 corporation duly organized and in good standing in the state of Maryland, 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,** the Mayor and Council desires to procure, on behalf of the Department of Public Works, labor, materials, equipment, tools, and services for construction, repair, and maintenance of various types of brick sidewalks and roadways on a pre-scheduled basis and as needs arise as it serves the best interest of the City; and

D. **WHEREAS,** in accordance with the City of Rockville Procurement Ordinance, on January 26, 2026 , the Department of Procurement issued IFB #16-26 for construction, repair, and maintenance of concrete and brick infrastructure and associated improvements, which work was divided into two groups: Group I, focused on concrete infrastructure, and Group II, focused on brick sidewalks and roadways; and

E. **WHEREAS,** in accordance with the Procurement Ordinance, on February 25, 2026 , the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #16-26, including the bid submitted by Contractor, and on February 25, 2026 , in accordance with the Procurement Ordinance, the Department of Procurement determined Contractor to be among the two lowest responsive and responsible bidders; and

F. **WHEREAS**, on May 1, 2026, the Department of Procurement issued a notice to all responsive bidders that the General Conditions and Instructions to Bidders (Non-Construction-3/2/2022) in IFB #16-26 would be replaced by the City's General Conditions and Instructions to Bidders (Construction 3/2022); and

G. **WHEREAS**, by e-mail dated May 6, 2026, Contractor accepted the substitution of the General Conditions and Instructions to Bidders (Construction 3/2022); and

H. **WHEREAS,** on _____, 2026, in accordance with Section 17-39(a) of the Procurement Ordinance, the Mayor and Council authorized the expenditure of a total amount not to exceed

$1,000,000.00 for work to be performed under IFB 16-26, Group II, such amount to be allocated between Contractor and a second contractor; and

I. **WHEREAS,** on _____, 2026, 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.

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

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 (Construction 3/2022). 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 Administrator. 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.

"*Chief of Construction Management*" means the person designated as the Chief of Construction Management by the Director of the City's Department of Public Works.

"*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.

"*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 #16-26 – Addendum #1
4. IFB #16-26 – Drawings
5. IFB #16-26 – Special Provisions
6. IFB #16-26 – Technical Specifications/Scope of Work
7. Task Order
8. General Conditions and Instructions to Bidders (Construction 3/2022)
9. IFB #16-26 – Appendices, Announcement, Description and General Information
10. Contractor Bid
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 A. J. Romano Construction Inc., a corporation in good standing organized under the laws of Maryland.

"*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 Contract or an associated Task Order 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 pursuant to a Task Order, 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 #16-26*" means the Invitation for Bids #16-26 issued by the Department of Procurement on January 26, 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 cumulative Work described in a Task Order at the rates represented on the Contractor's Bid.

"*Project Administrator"* means the Project Administrator identified in Section 2.02 of this Construction Contract, or such other City staff person as may be designated by the Director of the City's Department of Public Works to supervise a 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 identified in a Task Order where a Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

"*Substantial Completion*" means a 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 (Construction 3/2022).

"*Task Order*" means a written notice provided by the City to the Contractor of work to be completed in accordance with Construction Contract terms. The Task Order will describe the project, specify the date, time, and location of the preconstruction meeting, establish the construction schedule (start and end), include a set of construction drawings and provide the name of the approved material supplier, if applicable.

"*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 a Project under Group II of IFB #16-26, 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 January 1, 2027. The City reserves the right to extend this Construction Contract for a period of up to twelve (12) additional months and to renew the Contract for up to four (4) additional one (1) year periods, by notifying Contractor of such extension or renewal and confirmation of pricing in writing at least 60 days before the end of the term of this Contract and subject to Mayor and Council appropriation of adequate funds.

Section 2.02. Project Administrators. The following staff member of the Public Works Department is the City's designated "**Project Administrator**":

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

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

Section 2.03. Work. Contractor herein is among a call list of contractors to perform Work as needed at agreed prices. There is no guarantee of Work under this Contract. The City has elected not to designate a primary Contractor and reserves the right to schedule Work with any or all of selected Contractors at the sole discretion of the City as it serves the best interest of the City. Just as there is no guarantee of Work, Contractor is not required to accept a Task Order. Contractor may decline a Task Order without risk of being removed from the call list.

Section 2.04. Performance of Work. The Contractor agrees to perform all Work required for Final Completion of a Project, as specified in the Contract Documents and any associated Task Order. 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) Work Schedule. Contractor agrees to provide Work under the Contract on an as-needed basis. The City shall request performance of Work under this Contract by submitting to Contractor a Task Order, which may be transmitted by e-mail. Contractor must acknowledge receipt of the Task Order in writing within two (2) Working Days of the City's transmittal and must request any clarifications or modifications to the Work request within five (5) Working Days of the City's transmittal. Within ten (10)

Working Days of the City's transmittal of the Task Order, Contractor shall commence the Work as stipulated by the Task Order, unless the Project Manager agrees to accept a subsequent modification.

(i) Any work performed outside the scope of a work request is at the Contractor's risk and faces the probability of delayed or denied payment.

(ii) Any agreements or stipulations in a request for services or response that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

(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 Administrator 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 Administrator 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 Administrator 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 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 Administrator 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 (Construction 3/2022).

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Administrator 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 to meet the assigned start or completion date of a Task Order, the Mayor and Council may assess liquidated damages on a daily basis for each day of unexcused delay in achieving completion of the work in the task order, based on the amount of four hundred dollars ($400) per Day, not including Sundays, or as otherwise specified in IFB #16-26. 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 all Projects in compliance with the Contract Documents, and subject to Section 2.03, an amount not-to-exceed **Five Hundred Thousand Dollars ($500,000.00)** in accordance with the unit costs in 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, the Mayor and Council may terminate this Construction Contract without further cost to the City by providing notice of such termination in writing to Contractor within thirty (30) days of the first day of that subsequent fiscal year.

Section 3.02. Payment Procedures.

(a) Applications for Payment.

(i) The Contractor shall submit to the Project Administrator 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, where retainage is required by the Chief of Construction Management.

(ii) The Project Administrator 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 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

No retainage will be withheld from monthly payments unless deemed necessary by the Chief of Construction Management. Should the Contractor fail to keep up with clean-up and restoration work, if

deemed necessary by the Chief of Construction Management, 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 (7) 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 (Construction 3/2022), or as otherwise provided in IFB #16-26, excluding Section II: General Conditions and Instructions to Bidders (Non-Construction – 3/2022).

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 subcontractor's 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 each Projects pursuant to the terms of a Task Order, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022).

(ii) No retainage will be withheld from payment unless deemed necessary by the Chief of Construction Management.

(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 Administrator:

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 Administrator.

(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 Administrator 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 and subject to the conditions for release of retainage in Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022), 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 that are identified in a Task Order as the Contractor's responsibility. 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 Administrator 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 Administrator 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 Administrator.

(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 Administrator 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 Administrator such reports concerning the Work as the Project Administrator 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 Administrator 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 #16-26, 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 6.01(a), and such certificates and endorsements shall be provided to the Risk Manager.

Section 6.02. Indemnification.

(a) 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:

(b) 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;

(c) 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

(d) 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.

(e) 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 the City hereunder therefore, and failure of the 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 three (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 corporation 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 Section 8.02(e), 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.

(h) Provisions Effective After Termination. 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)(i) 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: 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: Craig Simoneau, Director

To the Contractor:

_____
_____
_____

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:

City of Rockville
Dan Stevens
Chief, Construction Management
Telephone: (240) 743-7003
Office: 240-314-8552
dstevens@rockvillemd.gov

_____

_____

_____

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

_____ By: _____

Cynthia Walters, Acting City Attorney

Jeff Mihelich, City Manager

A. J. ROMANO CONSTRUCTION INC.,

a Maryland corporation

By: _____

Antonio J. Romano, President

EXHIBIT A

BID PRICING FORM

A. J. ROMANO CONSTRUCTION INC: D11167814

Department ID Number:	D11167814
Business Name:	A. J. ROMANO CONSTRUCTION INC
Principal Office:	11071 GUILFORD RD -A ANNAPOLIS JUNCTION MD 20701
Resident Agent:	ANTONIO J. ROMANO 11071 GUILFORD RD-A ANNAPOLIS JUNCTION MD 20701
Status:	INCORPORATED
Good Standing:	THIS BUSINESS IS IN GOOD STANDING
Business Type:	CORPORATION
Business Code:	03 ORDINARY BUSINESS - STOCK
Date of Formation/ Registration:	03/13/2006
State of Formation:	MD
Stock Status:	STOCK
Close Status:	NO

City of Rockville
Rockville, Maryland

INVITATION FOR BIDS #16-26

Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Bids Due by 2:00 PM (EST)
February 25, 2026

ISSUED BY:
Lawrence Hall
Procurement Department
City of Rockville, City Hall
111 Maryland Avenue, 1st Floor
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

A 5% Bid Bond is required for this Invitation for Bid

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at
240-314-8100, TDD 240-314-8137

MFD-V Outreach Program
It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) 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 economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to procurement@rockvillemd.gov or 240-314-8430.

Presented by:
A J Romano Construction, Inc.

Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of bids to the buyer listed in this IFB by **email only** to lhall@rockvillemd.gov.

I/WE HAVE DECLINED TO BID ON **IFB #16-26** titled **Construction, Repair, and Maintenance of Concrete and Brick Infrastructure** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to the Invitation for Bids.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____

_____

_____

Are you a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business? _____ Yes _____ No

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

_____ _____
Authorized Signatory Printed Name

_____ _____
Title Date

CITY OF ROCKVILLE
ROCKVILLE, MARYLAND

INVITATION FOR BIDS #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

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City of Rockville
IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

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)
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 reference form in attachment B?
X	Did you complete the warranty/maintenance information?
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: A J Romano Construction, Inc.

ADDRESS: 11071-A Guilford Rd. Annapolis Junctionm, MD 21044

SUBMITTED BY: _____ 2-25-2026
SIGN YOUR NAME DATE

Antonio J Romano
PRINT YOUR NAME

TELEPHONE# 301-362-3140 FAX # 301-362-0080

E-MAIL ADDRESS: tony@Ajrci.com and ara@ajrci.com FEDERAL ID#/OR SS# 20-4558289

For informational purposes only *– Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: _____ yes _____ no _____ I choose not to respond*

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
A.J. Romano Construction, Inc.
11071-A Guilford Road
Annapolis Junction, MD 20701

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions Premier Insurance Corporation
1200 Main Street, Suite 800
Kansas City, Missouri 64105

OWNER:
(Name, legal status and address)
The Mayor and Council of Rockville, Maryland
111 Maryland Avenue
Rockville, Maryland 20850
BOND AMOUNT: $ 5% of amount bid

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

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

PROJECT:
(Name, location or address, and Project number, if any)
IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

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.

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User Notes: (812930934)

25th
Signed and sealed this ^ day of February, 2026

(Witness)	A.J. Romano Construction, Inc.
	(Contractor as Principal) (Seal)
	Antonio J. Romano President
	(Title)
(Witness)	Swiss Re Corporate Solutions Premier Insurance Corporation
	(Surety) (Seal)
	(Title) Joshua B. Hauserman, Attorney-in-Fact

Init.
/

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User Notes:
(812930934)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

WILLIAM FRANCIK, GARY L. BERGER, JOSHUA B. HAUSERMAN, JONATHAN KIBLER, CRAIG BANCROFT, STEPHEN M. MUTSCHELLER, MARY GOSKA,

R. NELSON OSTER, EMILY BRENNAN, ROBERT F. WHITE, JAMIE LAWRENCE, SIMON SPATH and JENNIFER SCHIAZZA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INS CORP CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INS CORP CORPORATE SEAL MISSOURI

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 20 25.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 11th day of June, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of February, 20 26.

SEAL

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

INVITATION FOR BID #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

SECTION I: PROJECT OVERVIEW

1.1 SECURED BIDS will be received electronically via a City designated bid receipt software solution until February 3, 2026 at 2:00 PM EDT. The bidder assumes full responsibility for the timely delivery of a bid via the designated solution. Bids delivered in any other fashion will not be considered. Properly submitted bids will be opened in a virtual environment after the time set for receipt of bids and will be read aloud via a City telepresence software solution at the phone number and/or web address provided by the City and contained within this solicitation.

Submission of a bid electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this invitation for bids.

Bids presented after the bid receiving deadline will not be received for any reason. The official time clock for receiving bids will be that of the City's third party software solution provider's computer server system.

ATTENTION: BIDDERS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE BID. BIDDERS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE BID TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.

1.2 PROJECT DESCRIPTION

This project provides the City of Rockville, Department of Public Works with resources to have "on-call" contractors available to perform a wide variety of construction items (listed below). The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place. Other items of work often accomplished under this project include asphalt patching, repair or new installation of retaining walls, minor grading and drainage corrections, installation of storm drains and appurtenances, and small public works related construction projects too small to be efficiently bid as separate projects.

These specifications cover all work necessary to furnish each bid item as listed on the bid form. The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place.

1.3 PROPOSED SCHEDULE

A. IFB release date – January 26, 2026
B. Pre-Bid Conference – February 3, 2026 at 11:00 AM EST
C. Questions Due – February 10, 2026 at 5:00 PM EST
D. IFB closing date – February 25, 2026 at 2:00 PM EST
E. Bid Opening date – February 25, 2026 at 2:20 PM EST

1.4 PRE-BID/SITE VISIT MEETING

A virtual, telepresence pre-bid meeting will be held on February 3, 2026 AT 11:00 AM EST. Bidders must register below in order to attend the meeting. This meeting is not mandatory; however, bidders are strongly encouraged to attend. Individuals interested in viewing the vicinity of the work are encouraged to do so

independently, and in a socially distanced manner, prior to the pre-bid meeting. Bidders shall assume complete responsibility and liability for any and all visits.

Register for Virtual Pre-Bid Meeting Here: **Register**

1.5 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to Lawrence Hall via the City's Collaboration Portal **only** at https://contracts.rockvillemd.gov/gateway/Default.aspx no later than **5:00** PM EST on February 10, 2026. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

1.6 SUBMISSION

All bid forms and documents must be electronically filled out, signed and submitted **via one combined pdf document** using the City's Collaboration Portal **only** at:

https://contracts.rockvillemd.gov/gateway/Default.aspx

At a minimum the file name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

Instructions for uploading bid documents can be found within the Vendor Client User Manual and Quick Reference Guides in the Collaboration Portal under document library

A virtual, telepresence bid opening will be held a few minutes after the bid submittal due date and time. Individuals interested in attending the virtual bid opening must register below:

Register For Virtual Bid Opening Here: **Register**

1.7 ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all bidders, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of bids or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the City's Collaboration Portal listed below:

https://contracts.rockvillemd.gov/gateway/Default.aspx

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

1.8 ENVIRONMENTAL IMPACT

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

1.9 NOTICE TO BIDDERS

"Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

1.10 US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

1.11 QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

1.12 DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100 TDD 240-314-8137.

CITY OF ROCKVILLE, MARYLAND

SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

NON-CONSTRUCTION – 3/2022

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.

2. **SUBMISSION OF BID** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

   The bid proposal form must be filled out and submitted electronically. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an electronic or scanned signature, in the space provided, of an individual authorized to bind the bidder.

3. **BID ACCEPTANCE AND OPENINGS** It is the bidder's responsibility to assure delivery of the bid at the proper time via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.

4. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read via a City telepresence software solution. A tabulation of bids received are posted using the City's designated electronic, software solution

5. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

   In determining the responsibility of a bidder, the following criteria will be considered:

   a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;

   b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

   c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;

   d. The quality of performance on previous contracts or services;

   e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;

   f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

   g. The quality, availability and adaptability of the goods or services to the particular use required;

   h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

   i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;

   j. Such other information as may be secured by the City having a bearing on the decision to award the contract.

6. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to

addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted via the city's designated electronic, software solution

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

7. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

   Unless otherwise stated in this solicitation, bids shall be valid for a minimum of 90 days following the deadline for submitting offers. Bids may not be withdrawn during that period.

8. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

9. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

10. **BID WITHDRAWAL** Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.

11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.

12. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

13. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.

14. **PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts may be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

16. **SAMPLES** Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder's expense. Samples may also be tested or become property of the City and may not be returned.

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

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

18. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to

use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

19. **INTEREST IN MORE THAN ONE BID AND COLLUSION Multiple bids uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected.** Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

20. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.

21. **EXECUTION OF CONTRACT** The awarded bidder shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed. Exceptions or revisions to the City's agreement may deem the bidder non-responsive.

22. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses which include travel time and mileage.

23. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

    Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager),111 Maryland Avenue, Rockville, MD 20850 or via email to the project manager.

24. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is free as part of the Finance Department's efforts to improve customer services.

25. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

26. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

27. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.

28. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.

29. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

30. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site.

31. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or 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 if warranted.

    All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

32. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to the responsive second ranked Bidder, if default occurs within the initial contract period and the second ranked bidder agrees to hold its bid price, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.

33. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.

34. **ABANDONMENT, DISSOLUTION AND RESTRUCTING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.

35. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

    Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

    The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

    No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

36. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the purchasing agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

37. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager (e.g. other required documents, operating manuals, maintenance manuals/schedules, etc.) before final payment is made.

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

38. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

39. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

40. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

    This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

41. **ADDITIONAL ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

    The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

42. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

43. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

44. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

45. **PROPRIETARY INFORMATION**. The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal. It shall be the bidder/proposer's responsibility to duly note on their submittal if any information in their submitted bid/proposal contains proprietary information and the context under which same should be handled by reviewers. Bidders/proposers shall not mark sections of their bid/proposal as proprietary or confidential if they are to be part of the award of the contract/agreement and are a "material" nature (i.e. prices). Material information may be required to be released in accordance with Public Information Act laws.

46. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

47. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

48. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

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

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

50. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

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

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

52. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

53. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit, or refer for a fee for employment under the contract an individual knowing the individual is an unauthorized noncitizen and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("**the Act**"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruit or referral for a fee, of the individual for employment or the discharging of the individual for employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

54. **SUBLETTING OR ASSIGNMENT OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

55. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

56. **NO CONTACT DURING PROCUREMENT PROCESS**. It is the policy of the City of Rockville that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contracts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.

a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City's recommendation to the City Manager or the Mayor and Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the procurement contact listed in this solicitation.

c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive," and same shall not be considered for award.

INVITATION FOR BIDS #16-26
CONSTRUCTION, REPAIR, AND MAINTENANCE OF CONCRETE AND BRICK INFRASTRUCTURE

SECTION III: SPECIAL TERMS AND CONDITIONS

3.1 Point of Contact

To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Division, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted via the City's Collaboration Portal.

All responses to questions/clarifications will be sent to all prospective Bidders in the form of a written addendum. Material changes, if any, to the scope of work, or bid procedures will also be transmitted by written addendum.

3.2 Minimum Qualification Requirements

At a minimum, Bidders must provide written evidence (through references) of five (5) years prior experience with the scope of work as detailed in the specifications.

If the bidder intends to subcontract any or part of the work, then the bidder must identify and include references for each qualified subcontractor, together with a description of the proposed subcontract work. This evidence shall be submitted with the bid, or the City, at its discretion, may determine the bid to be unresponsive. The City reserves the right to require references for such subcontractors.

The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document.

3.3 Contract Term

The anticipated terms of this contract shall be The initial contract shall be from January 1, 2026, or the date of award, whichever is later, through December 31, 2026.

Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.

3.4 **Option to Renew Contract Period**

A. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.

B. The City expects all vendors to provide year over year cost reductions recommendations.

C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacturer experience a decrease in costs associated with the execution of the contract.

D. Price adjustments from the contractor/producer/processor/manufacturer for any/all items may be considered at renewal. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contactor prior to the effective date of the approved increased contract unit price. The City may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the unit price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.).

E. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to the City.

3.5 **Extension of Contract**

The City reserves the right to extend the contract for any reason for a period or periods up to but not to exceed 12 months, subject to appropriations. This extension clause may be exercised when the City determines that an extension of the contract is advantageous to the City. Any extension beyond 12 months will be subject to the City's option to renew clause as set forth in this contract. This provision in no way affects or alters the City's ability to renew the contract consistent with the renewal option clause. If it is then decided to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.

3.6 **Estimated Quantities**

No warranty is given or implied by the City as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

3.7 **Additional Items/Duties**

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

3.8 **No Exclusive Contract/Additional Services**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

3.9 **Exceptions**

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder's bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder's bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder's willingness to comply with all requirements of all parts of the Invitation for Bids.

3.10 **Complete Information Required on Bid Form**

All bids must be submitted on the attached Bid Form with all sections completed. To be considered a valid bid, the bid form pages and required forms must be returned, properly completed, as outlined in the General Conditions.

3.11 **Insurance Requirements**

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

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

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

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

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

3.11.1 **Policy Cancellation**

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City's Procurement Division. The Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

3.11.2 **Additional Insured**

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under the contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

3.11.3 **Subcontractors**

If applicable, all subcontractors shall meet the requirements of this section before commencing work. In addition, the Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Example:
Certificate Holder
The Mayor and Council of Rockville
City Hall
111 Maryland Avenue
Rockville, MD. 20850

3.12 **Cooperative Procurement**

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

3.13 **License and Support Agreements**

In the event a bidder or manufacturer requires an agreement to be signed the agreement must be returned with the bid for review prior to any subsequent award. The City reserves the right to refuse consideration of an agreement and may hold the bidder to any agreement entered into as a result of a purchase order being issued as a result of this IFB without prior knowledge that the bidder and/or manufacturer will require an additional document, contract or agreement to be executed.

INVITATION FOR BIDS #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

SECTION IV: TECHNICAL SPECIFICATIONS/SCOPE OF WORK

4.1 OVERALL GUIDELINES

The Scope of Work includes but is not limited to the following:

GROUP I - Construction, Repair, and Maintenance of Concrete Infrastructure and Miscellaneous Appurtenances

- Demolition, disposal, and installation of concrete sidewalks, curbs and gutters, and driveway aprons.
- Demolition, disposal, and installation of cast in place pervious concrete sidewalks, parking lots, and various other installations.
- Demolition, disposal, and installation of precast pervious concrete sidewalks, parking lots, and various other installations
- Demolition, disposal, and installation of asphalt patches
- Demolition, disposal, and installation of concrete and/or brink for storm drain inlets.
- Installation of utility structures and adjustment of existing utility structures.
- 3rd party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

GROUP II - Construction, Repair, and Maintenance of Various Types of Brick Sidewalks and Roadways

- Demolition, disposal, maintenance, and installation of brick/paver sidewalks and roadways.
- Installation of materials to correct failing subgrade.
- Removal and Replacement of existing granite curbs.
- Repair of existing brick retaining walls.
- 3rd party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

All pay items listed are considered complete in place and the prices submitted are intended to cover all costs, direct and indirect to complete the work described, including materials, equipment, labor, supervision, and other costs necessary to complete the work.

CONTRACT TERM

The City will notify the Contractor when work is required. The Contractor shall respond verbally to the City within two (2) business days after notification. The City may schedule a meeting with the Contractor and City representatives to discuss the task order scope of work.

The City expects all vendors to provide year over year cost reduction recommendations.

Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacturer experience a decrease in costs associated with the execution of the contract.

Price adjustments from the contractor/producer/processor/manufacturer for any/all items may be considered at renewal. The adjustment of pricing for the final three (3) renewal extension years shall be based on the Consumer Price Index (CPI) for the Washington DC Metropolitan Area. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation that justifies the request. The increased contract unit price shall not apply to orders received by the Contactor prior to the effective date of the approved increased contract unit price. The City may cancel, without liability to either

party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

The request for a change in the unit price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.). A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the 12-month period immediately prior to the date of the request. The request shall be based on the CPI for all urban consumers issued for the Washington DC Metropolitan Area by the United States Department of Labor's Bureau of Labor Statistics for the specific commodity or service group being provided by the contractor under this contract.

Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to the City.

ESTIMATED QUANTITIES

Bid quantities listed in the contract bid form are estimates only. They are intended for the purpose of bid evaluation only and do not indicate the amount of work intended to be awarded to the successful bidders. The City reserves the right to add or subtract quantities as deemed necessary without affecting the unit prices. The City does not guaranty the accuracy or completeness of any of the quantities listed. The Bidder shall bid accurate and reasonable prices for the work described for each bid item and each unit price submitted shall include all incidental costs necessary to provide each item complete, in-place, including all materials, labor, supervision, appurtenances, and other incidental costs necessary to complete the work item.

ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

The City reserves the right to negotiate prices for additional work that might become necessary and not specifically listed in the bid document. All bid items listed are considered complete, in place and the unit prices submitted are intended to cover all materials, labor, supervision and other appurtenance necessary to complete the work.

The City reserves the right to award contracts to a maximum of three (3) lowest responsive and responsible bidders to assure an adequate labor pool to accomplish the work in an expedited manner.

NOTICE TO PROCEED AND COMPLETION SCHEDULE

The successful contractor(s) will receive written notice from the City upon award of the contract.

Each successful contractor will receive a written list of work to be completed. Each written notification will contain an anticipated start date and completion date. Each contractor will start work on the specified list within 10 working days of receipt of the work list. Failure to meet the specified start date and/or failure to meet the specified completion date, including restoration and cleanup, may result in liquidated damages being assessed. Liquidated damages shall be assessed at the rate

of $400.00 per day for each workday (Monday to Friday) that the contractor fails to meet the assigned start or completion date. Time is of the essence on this contract and failure to complete the assigned tasks on time will inflict monetary damages to the City. Time extensions may be granted by the Chief of Construction Management for extenuating circumstances deemed beyond the control of the Contractor.

CONSTRUCTION WORK HOURS

Generally, work is permitted between 7:00 am to 5:00 pm, Monday through Friday. Work on any street, other than secondary residential (generally 26' in width) shall be limited to 9:00 am to 4:00 pm Monday through Friday. No work shall be permitted outside these hours, or on Saturdays, Sundays or designated City observed Holidays unless written approval is obtained from the Chief of Construction Management or his designee. All work must comply with the Montgomery County Noise Ordinance. Refer to the Montgomery County Noise Ordinance; see Appendix B.

CONTRACT DOCUMENTS

In addition to the requirements of GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, Item No. 40, in the case of discrepancies in the Contract Documents and need for interpretation, the documents shall be given precedence in the following order:

- Change Orders
- Addenda
- Drawings
- Special Provisions
- Technical Specifications
- General Conditions and Instructions to Bidders (City of Rockville)
- Standard Details by others
- City of Rockville Standard Details for Construction
- Applicable Standards listed below

Any questions, requests for information or revisions to the specifications must first be reviewed and approved by the City of Rockville.

APPLICABLE STANDARDS

As a minimum standard of quality workmanship, all work is to comply with the latest provisions and recommendation of the following documents in the following order of precedence.

In the event of conflict, the City's determination shall govern.

- City of Rockville Standards and Details for Construction.
- Washington Suburban Sanitary Commission, General Conditions and Standard Specifications, latest edition.
- Current Montgomery County Department of Public Works and Transportation Design Standards.
- Current MSHA "Standard Specifications for Construction and Materials" including all errata and addenda thereto and additions included in these special provisions.
- MDE, WMA and SCS 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control.
- American Society for Testing and Materials, "ASTM Standards", latest edition.
- American Association of State Highway and Transportation Officials, "AASHTO Standards", latest edition.
- American Concrete Institute (ACI) Standards, latest edition.

PROJECT KICK-OFF MEETING AND PRE-CONSTRUCTION MEETINGS

Upon issuance of the Notice to Proceed, the City may arrange a project kick-off meeting with all appropriate City staff and the Contractor. This will be an office-based meeting to review the project requirements.

The City will decide which City staff will attend. The Contractor shall arrange any pre-construction meetings required by associated permits. These pre-construction meetings can be held in person or virtually between the Contractor and appropriate City staff, including the Chief of Construction Management and the Project Inspector.

All subsequent notifications for inspection and coordination with the City and all other agencies are the responsibility of the Contractor.

EMERGENCY CONTACT INFORMATION

The Contractor shall provide the names and phone numbers of three (3) representatives of the Contractor who can be reached in case of an emergency, 24-hours a day, 7-days a week. This shall be submitted to the City prior to the start of construction.

PUBLIC UTILITIES

Comply with MDSHA Specifications under Sections GP 5.05, and GP 7.17 regarding public utilities.

It shall be the Contractor's responsibility to cooperate to the fullest extent possible with the utility owners in their work of adjusting the existing utilities to suit the proposed construction under this contract. All utilities shall be relocated or constructed by their respective owners.

The location of existing utilities, if shown on the plans and profiles, and as located in the field, are approximate only and it shall be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. All test pits must be completed in coordination with the City and the affected utility companies. The existence of utilities other than those shown on the plans is not known. If, during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the City and take all necessary and proper steps to protect the continuance of service of such facilities.

The Contractor shall notify the utility owner and City when previously unknown or different utilities are encountered. The Contractor shall support and protect existing utilities whether or not shown on the plans at no additional cost to the City. The Contractor shall not receive compensation for the temporary relocation of or temporary installation of utilities that are constructed for the convenience of the Contractor.

In case of any damage to utilities by the Contractor, either above or below ground, the owner shall be immediately notified. The Contractor shall arrange for restoration of such utilities to a condition satisfactory to the utility company at the Contractor's entire cost and expense.

The Contractor shall take into consideration when preparing their bid, the costs associated with the coordination during construction with various utility companies for any relocation or installation by the utility companies which may be necessary in areas within, or adjacent to, the limits of work. No additional compensation or time extensions will be allowed the Contractor for work interruptions, changes in construction sequences, changes in methods of handling excavation and drainage, and changes in types of equipment used, made necessary by others performing work within, or adjacent to, the limits of this contract. The contract time as stated in this contract includes the time needed for utility adjustments and no extension of time will be granted for delays caused by utility adjustments.

All other expenses likely to be incurred by the Contractor as a result of working around and protecting utilities, as well as cooperating with the owners of same during the relocating of such facilities, will not be measured or compensated for under any stipulated pay item.

CONTACTS

The following utility companies and City departments may be affected by this project. It shall be the Contractor's responsibility to notify all utilities and/or City departments and coordinate his construction operations with them to avoid unnecessary delays.

- City of Rockville
  City Forester
  Mrs. Paula Perez
  240-314-8705
- City of Rockville
  Chief of Construction Management
  Mr. Dan Stevens
  240-314-8552
- City of Rockville

Operations & Maintenance Superintendent
Mr. John Hollida
240 -314-8576

- City of Rockville
  Project Inspector
  Mr. Ken Brink
  240-314-8549
- City of Rockville
  Water and Sewer Utilities
  240-314-8567
- MISS UTILITY
  1-800-257-7777 or 811
- Transcontinental Gas
  410-465-0960
- Verizon
  1-855-983-1425
- Washington Gas
  844-927-4427
- Washington Suburban Sanitary Commission
  301-206-8650

For Locations of Utilities, call "MISS UTILITY", at 811, 1-800-257-7777 or http://www.missutility.net/
Before interfering with any utility service, the Contractor shall notify the affected utility companies and affected property owners in advance and coordinate any required service interruption with the owner and City. For any water service shutdown, the Contractor must provide at least 21 calendar days' notice such that the City can provide proper notification.

The Contractor shall be responsible for contracting Miss Utility for the location of all utilities prior to the start of work.

PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor's employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect other property at or adjacent to the site including but not limited to trees, shrubs, lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement in the course of construction; to provide warning signs as directed by the City for personnel and the public. Costs associated with this work are incidental to the work and no specific payments will be made.

SITE ACCESS

Access to the site is by public streets and thoroughfares. After the completion of the project, all roads, driveways, parking lots, sidewalks, landscaping, fences, utilities, structures, buildings, lawns and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities. Costs associated with this work shall be included with the appropriate Pay Items and is considered incidental to all work.

ACCESS TO ADJACENT PROPERTIES

Access must be maintained to all properties abutting this project at all times. All work affecting private properties is to be coordinated with the property owner by the Contractor. The Contractor shall maintain access to private driveways at all times unless specifically approved in advance by the City.

ENTERING PRIVATE PROPERTY TO PERFORM WORK

Under no circumstance is the Contractor to enter private property for any reason unless receiving expressed, written permission from the property owner and providing a copy of such to the Inspector in advance of the work.

PRESERVATION AND RESTORATION OF PROPERTY and MONUMENTS

The Contractor is to carefully examine the work area to ensure a clear understanding of the private property limits and work limits. The Contractor shall not enter upon private property for any purpose without first obtaining permission from the City and written permission from the property owner. The Contractor shall be responsible for the preservation of all public and private property, including but not limited to plants (trees, shrubs, and seasonal vegetation), lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement, along and adjacent to the work areas, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures and must protect carefully from disturbances or damages all land monuments and property markers until the Project Inspector has witnessed or otherwise referenced their locations. All disturbed monuments and markers must be reset to their correct location by the Contractor at no additional compensation.

The Contractor shall be responsible for all damages or injury to public or private property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to the non-execution of said work, or at any time due to defective work or materials. When or where any direct or indirect damage or injury is done to public or private property or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor must restore, at its own expense, such property to a condition similar or equal to rebuilding or otherwise restoring as may be directed by the City, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property in a reasonable amount of time, or make good such damage or injury the City may, upon 24 hours' notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract. City crews or another Contractor may accomplish said work.

After the completion of the project, all plants (trees, shrubs, and seasonal vegetation), lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities. The Contractor shall provide pre-project photographs or videotape of the project work areas to the DPW Project Inspector. Costs associated with this work are incidental to the work and no specific payments will be made.

All the requirements outlined above shall be considered incidental to this contract and no special compensation shall be paid.

SITE CONDITIONS

The Contractor shall visit each work site prior to performing the work to verify the existing conditions.

CONTRACTORS STAGING AND STORAGE

The Contractor will establish temporary staging areas as approved by the City Inspector. Cleanup of each staging area shall occur daily. Contractor shall cover topsoil, stone, and aggregate stockpiles with tarps to prevent sedimentation of the street.

Provide adequate barrels, cones, lights or other necessary safety equipment to keep the staging and storage areas safe.

The City may require a sketch and brief description for approval by the Chief of Construction Management showing the location of equipment and materials, location of portable sanitary toilet, and means and methods to protect pedestrians and existing public facilities (including trees) within the areas needed for staging and storage. This sketch and/or location may have to be approved by the City Forester, if any grassed or tree areas will be utilized.

There shall be no payment for this work. It shall be considered incidental to the contract.

TEMPORARY UTILITIES

The Contractor shall pay all fees, obtain necessary permits, and have meters installed for temporary utilities as may be required for the execution of this contract.

The Contractor shall, at the beginning of the project, provide suitable temporary sanitary toilet facilities on the premises, in accordance with the GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS. The City shall approve the location of the sanitary toilet.

POSTING PARKING RESTRICTION SIGNS

The Contractor shall be responsible for furnishing adequate personnel, equipment and sign stakes as necessary to post City furnished parking restriction signs a minimum of 48 hours and no more than 72 hours in advance of the construction operations for that portion of that street. The Contractor shall coordinate the schedule in advance with the City and shall mark the signs with the appropriate restriction dates. Parking may not be restricted for more than three consecutive dates without prior written City approval. Towing of parked vehicles shall be the responsibility of the Project Inspector only. Vehicles will not be towed unless the Project Inspector has verified that the proper parking restriction signs were posted a minimum of 48 hours in advance. The Contractor shall be responsible for revising the dates on the signs in the event of delays in the schedule and for the prompt removal of the signs when the construction operation is complete. The signing operation shall be closely coordinated with the Project Inspector and no signs shall be marked, posted, revised, reposted, or removed without the Project Inspectors advanced authorization. Signs and stakes shall be carefully removed and revised and reused until otherwise authorized by the Project Inspector.

Stakes shall be 2-inch x2-inch, four feet long, driven a minimum of one foot into the ground or until stable.

Signs must be spaced no more than 40(forty) feet apart. Where street trees exist and it is determined that their use will not damage the tree, the signs shall be placed approximately four feet above the ground. Where no street trees are available, signs must be placed on stakes provided by and installed by the Contractor. Black waterproof indelible markers shall be provided by and used by the Contractor and numbers shall be large and legible.

No special compensation shall be paid to the Contractor for the posting of the no parking signs and shall be considered incidental to the appropriate pay item.

LANGUAGE / MEANINGS FOR CLARITY

The directions, instructions and requirements listed in this bid document are intended to indicate work efforts that are the direct responsibility of the bidder (contractor) to fully comply with. This responsibility is further directed to any and all suppliers, fabricators, manufacturers or other sub-contractors, who enter into agreements and / or sub-agreements with the bidder (contractor) to supply or provide any materials, services, supplies or any other work efforts under this contract.

The phrase “remove and dispose” obligates the bidder / contractor to assume possession of the specified material, remove it from the area and properly and legally dispose of it off site. Even when not specifically addressed, all waste materials shall be disposed of in this manner. All costs related to this removal and disposal shall be included in the unit prices bid for the various materials and items listed in the bid form and/or be considered incidental to all work performed and no additional compensation shall be considered by the City.

When terms such as repair, restore, replace and remove and replace are used in terms of unacceptable work, whatever the reason or cause for the rejection of the work, it shall be implicitly understood that the contractor shall perform or re-perform the work in strict compliance with the contract documents and that no additional compensation is due the contractor for such corrective work.

Unless specifically stated otherwise, all material, labor, equipment, tools, appurtenances, and incidentals necessary to perform and complete the work as specified and detailed in the Contract Documents, including all generally recognized and inherent aspects of the work shall be included in the unit price, lump sum price bid or stipulated price provided in the various pay items. When specific aspects of the work are listed and/or described in measurement and payment, it shall also be construed to be an all-inclusive list.

The words “using”, “per”, “meet”, and “meeting” when referring to a specification or procedure imply “in strict accordance with”.

DEFINITIONS

Certification-A document which verifies that the material and/or work complies with the applicable specifications and includes the actual test results to confirm the statement. The contents of the "certification" shall be on the Contractors / suppliers / manufacturers / vendors letterhead or other approved document and shall be duly signed (and sealed when applicable) by a company officer, licensed Engineer or Architect as appropriate or required.

Change Order - A written document amending the Contract by adding, deleting, or modifying the Contract to include price, time, work and conditions not previously addressed within the Contract Documents. A "Proposed Change Order" (PCO) shall be signed by an officer of the Contractor and be on company letterhead or other form acceptable to the City. A "Change Order" (CO) shall be signed by an officer of the City and shall detail the required changes to the Contract. CO's may or may not be by the consent of the Contractor but shall be legally binding to the Contractor, regardless of their consent.

Contract Documents – Include the written agreement executed between the Contractor and the City, covering the performance of the work and furnishing all labor, equipment, materials, etc., by which the Contractor is bound to perform the work and furnish the labor, equipment and materials, and by which the City is obligated to compensate the Contractor at the mutually established and accepted rate or price. The Contract Documents shall include the Invitation for Bid, Notice to Contractor, Instructions to Bidders, Proposal, Contract Forms and Bonds, General Provisions, Specifications, Supplemental Specifications, all Special Provisions, all technical provisions, all plans, shop drawings, submittals and Notice to Proceed. Written Approved Change Orders and Supplemental Agreements that are required to complete the work in an acceptable manner, including authorized extensions and addendum thereof.

CONFORMITY WITH CONTRACT REQUIREMENTS

All work performed and all materials furnished under the Contract shall be in conformity with the Contract requirements.

If work is done, or materials are furnished that are determined to not be in conformity with the Contract requirements, the Contractor shall be directed to correct or replace the defective work at the Contractors expense.

In the event that work done or materials furnished do not technically meet contract requirements but it can be determined by the City that the work or materials can meet the need and function for which they are intended, the Chief Construction Management Division shall work with the Contractor for an equitable correction, or credit to the Contract through the Change order Process to facilitate such credit. The Change Order shall document the reasoning for accepting the diminished quality of the work.

AUTHORITY OF THE CHIEF OF CONSTRUCTION MANAGEMENT

The Chief of Construction Management shall decide all questions which may arise as to the quality and acceptability of the materials furnished and the work performed and as to the rate of progress of said work, and all questions that may arise as to the interpretation of any or all Plans, details and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

The Chief of Construction Management shall determine the amount and quantity of work performed and materials which are to be paid under the Contract

The Chief, Construction Management Division shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.

AUTHORITY AND DUTIES OF THE CITY INSPECTOR

Inspectors, both employed directly by the City and Consultant Inspectors assigned to this project under the direction of a City Inspector shall be authorized to inspect all work done and all materials furnished. Such Inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials being used or installed under this contract. The Inspector is NOT authorized to revoke, alter or waive any requirement of the Contract. Nor is the Inspector authorized to accept or approve any portion of the completed project. The inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the Contract. The Inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Chief, Construction Management Division. Inspectors will perform their duties at such times and in such a manner as will not necessarily impede progress on the Contract.

The Inspector shall, at no time and in no case, act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the contractors' staff. Any advice, instruction, direction or other order which the inspector may give the Contractor shall not be construed as binding the City in any way or release the Contractor from fulfilling all the terms of the Contract.

Where there is disagreement between the Contractors staff and the Inspector, such as refusal by the Contractor to use properly approved material, performing work not in compliance with Plans and Specifications, and/or refusing to suspend work until problems at issue can be referred to and decided by the Chief, Construction Management Division, the Inspector will immediately direct the Chief, Construction Management Division's attention to the issues of disagreement. If the Contractor still refuses to make corrections, comply with or suspend work, the Chief, Construction Management Division will prepare and deliver to the Contractor, a written order (cure letter), with specific reasoning for issuing the formal stop work letter to the Contractor until specified corrective actions are taken by the Contractor. The Inspector, upon notice from the Chief, Construction Management Division that the stop-work / cure letter has been formally issued, shall not perform any inspections under the contract other than to assure that the corrective action is done in compliance with the written directives and in compliance with the contract Documents if applicable. No payment shall be made and no compensation due the Contractor for any work done under the Stop work order / cure letter. Any work on pay items performed by the Contractor during the stop-work / cure letter process will not be paid for and may be required to be removed at the Contractors expense.

AERIAL ELECTRIC LINES

The Contractor shall be aware that State law requires that a 10-foot radial clearance shall be maintained for all construction equipment and materials in relation to electric lines carrying 750 volts or more. Because the State law is more stringent than the Federal laws, the State law shall be considered the minimal distance.

NOISE CONTROL MEASURES

All work must comply with the noise ordinance requirements for Montgomery County. A copy of the ordinance enforced by the Department of Environmental Protection (DEP) is attached to these contract documents in Appendix B for observation and compliance. With City approval, the Contractor may request a waiver through Montgomery County. The Contractor is fully responsible to submit the request and comply with any conditions of the waiver approval. The Contractor shall consider the processing time of this request, which includes a public notice element, when scheduling their work. Violation of the county noise ordinance will result an in immediate stoppage of work as directed by the City inspector.

WATER POLLUTION CONTROL MEASURES

The Contractor shall not discharge or permit discharge into the waters, canals, ditches, or drainage system any fuels, oil, bitumen, garbage, sewage or other materials which may be harmful to fish, wildlife or vegetation or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigation and complying with all applicable federal, state and local laws and regulations governing pollution of water. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

AIR POLLUTION CONTROL MEASURES

All fine-grained, loose materials hauled to or from this project shall be covered to prevent spillage and blowing. Material, which is not covered after notification by the City, will not be accepted for use on this project. This material will not be included in measurement for payment.

Burning will not be permitted.

ENVIRONMENTAL PROTECTION MEASURES

Impervious barriers, (i.e., plastic, metal drip pans, etc.) shall be placed under any compressors, generators, welding machines, etc., to prevent oils, solvents, organic compounds, or other contaminants from leaching into the soil. Any oils, solvents, organic compounds, or contaminants spilled on the site during the process of the work shall be immediately removed and cleaned up by the Contractor. Any earth contaminated by a spill shall also be removed and replaced with new certified clean material to the satisfaction of the City and the Maryland Department of the Environment (MDE). If the City has to remove the oils, solvents, organic compounds, contaminants, or earth, the City may deduct the costs of removal and clean up from the total contract amount owed the Contractor.

EROSION AND SEDIMENT CONTROLS

The Contractor is responsible for adhering to the City's laws and ordinances regarding sediment control. The Contractor shall be responsible for coordinating all work with the City Inspector.

When directed in the field by the Project Inspector, the Contractor shall be required to make adjustments in location and/or increase or decrease quantities of sediment control measures and provide temporary stabilization measures.

All sediment control measures shall be installed and maintained as directed by the Project Inspector. Furnish and install temporary erosion and sediment controls. The Contractor is to protect the integrity of the erosion control measures installed. The erosion control measures shall be provided until such time as the Project Inspector gives written authorization to remove said measures. The Contractor shall comply with all local, state and federal laws, ordinances, and regulations pertaining to erosion, sediment and pollution control, including those promulgated by the State of Maryland, and shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses resulting from such work.

If unusually intense storms cause planned control measures to fail, prompt restoration and cleanup of sediment deposits shall be made, including damage to adjacent property. If construction is delayed or shut down, temporary cover of exposed and disturbed areas shall be provided.

CARE OF WATER DURING CONSTRUCTION

The Contractor shall furnish, install, test, operate, monitor, and maintain dewatering systems of sufficient scope, size, and capacity to control water flow into excavations and permit construction to proceed on dry, stable sub-grades. Dewatering operations shall be maintained to ensure erosion control, stability of excavations and constructed slopes, prevent excavation from flooding, and prevent damage to sub-grades and permanent structures.

The Contractor shall provide a suitable watercourse (i.e. fire hose, etc.) to direct the flow of water so as to have minimal impact upon the environment, private property, roadway and pedestrian traffic. Any damage caused by discharge of water is the responsibility of the Contractor. The Contractor shall not discharge any water so as to cause sediment to reach any storm drain inlet or water course.

The Contractor shall provide shoring, bracing and cofferdams during construction as necessary to protect personnel, structures and equipment. No special payment will be made for shoring, bracing or cofferdams. The Contractor is responsible for ensuring the safety of his employees and sub-contractors, and for complying with all applicable provisions of Maryland Occupational Safety and Health Administration.

The Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations. The Contractor shall provide an adequate system to lower and control water to permit excavation, construction of structures, and placement of fill materials on dry sub-grades. The Contractor shall install sufficient dewatering equipment to drain water-bearing strata above and below bottom of ponds and other excavations.

Work areas shall be dewatered in a manner that avoids endangering public health, property, and portions of work under construction or completed. The Contractor shall provide sumps, sedimentation tanks, dewatering basins or non-woven dewatering bags as required by the Project Inspector. Standby equipment shall be provided on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of the system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, the Contractor shall restore damaged structures and foundation soils at no additional expense to the City. The Contractor shall remove all dewatering systems from project site on completion of dewatering.

All pumps and generators utilized for bypass and dewatering operations shall be “quiet” rated with a full-load noise level of less than 63 dB at a distance of 23 feet or as approved by the Chief of Construction Management. The City may require additional measures, such as the use of straw bale baffle walls, for work approved outside of normal working hours.

Care of water during construction shall be considered incidental to the appropriate pay item.

FOREST AND TREE CONSERVATION REQUIREMENTS

Special attention must be given any existing landscape features and special care taken to protect the natural surroundings. The roots of trees or shrubbery will not be cut unnecessarily. The Contractor may be required to root prune tree roots, which

extend into grading limits and/or from trees intended to be left in an undamaged state or otherwise prevent damage to roots of trees. No road machinery of any description, which might throw off gas or smoke in such volume as to damage vegetation, shall be allowed to stand under such trees or shrubbery.

Any tree that in the opinion of the City, may be defaced, bruised, injured or otherwise damaged by the Contractor's equipment or operations must be protected prior to the start of work by means acceptable to the City. All tree protection techniques must be approved by the City Forester's office.

Any tree, or landscape features scarred or damaged by the Contractor's operations must be removed, correctively pruned, restored or replaced as nearly as possible to the original conditions, as required by the Project Inspector and at the Contractor's expense. No ropes, cables or guys are to be fastened to or attached to any nearby trees for anchorage or in lieu of placing of dead men.

Do not attach no-parking signs to existing trees.

DAILY CLEAN-UP

The Contractor shall keep the work areas clean and orderly at all times and shall promptly remove all waste and rubbish. The daily debris shall be collected in covered containers and disposed of in proper fashion. All directions from authorized public officials having jurisdiction over health and safety shall be obeyed. The site will be "broom cleaned" at the end of each working shift. Open excavations may not be left unattended. Site must be secured each night.

The Contractor shall clean every street upon which any work has been performed under this contract daily. The cleanup shall be accomplished by use of a vacuum assisted sweeper truck, manual (push) broom sweeping or other method as directed and or approved by the Project Inspector. Under no circumstance shall the contractor use compressed air or jet water sprays for cleanup purposes.

SAMPLING AND TESTING OF MATERIALS

Quality control of the materials being provided and installed shall be the responsibility of the Contractor. No separate payment will be made, and the costs shall be incidental to the appropriate pay item.

The City reserves the right to test all materials and construction separate from and in addition to the specific requirements dictated in this contract. Testing shall be generally limited to:

- Taking and/or collecting samples of soil and/or other backfill materials for proctor tests.
- Performing proctor tests in a lab.
- Performing compaction tests on site.
- Taking concrete cylinder samples and testing compression strength.
- Asphalt sampling and compaction testing.

Employment of a testing agency in no way relieves the Contractor of his responsibility and obligation to comply with all aspects of this contract and to perform all work in a proper, acceptable and workman like manner and doing all such work in full compliance with these contract documents.

Sampling and testing of Asphalt materials

A Maryland State Highway (SHA) Certified Asphalt Plant must provide all asphalt supplied for this contract. Mix designs for the various types of material to be supplied must be submitted to the Project Inspector a minimum of 14 calendar days before beginning work. Under no circumstances will the contractor be allowed to begin supplying asphalt for this contract without the City and the Contractor having received written approval of the mix designs from the City or the City's Asphalt Testing Consultant. When requested, the Contractor shall deliver to the City Project Inspector, a box sample of the material to be supplied. Any material laid down without having a box sample delivered to the City Project Inspector, will be subject to complete removal and replacement at the Contractors expense.

SUBMITTALS OF MATERIALS

The Contractor shall submit one (1) copy of all delivery tickets, any requested shop drawings, inspection, testing or certification reports, obtained approvals or permits, and other submittals required for this project to Chief of Construction Management.

INSPECTION AND CERTIFICATION

All materials shall be subject to inspection or test by the City prior to or after installation as necessary and no previous certification or inspection shall bar rejection if the material is found to be inferior, damaged or defective. The certification requirements may be waived for any or all of the materials at the discretion of the City.

INSPECTION AND REPAIRS

The City reserves the right to inspect any and all work either in progress or completed. All work shall be inspected prior to backfill. Any portion of the work that is backfilled prior to inspection shall be uncovered at the contractor's expense to enable the Project Inspector to adequately inspect. If the work is found to be unsatisfactory or in conflict with the provisions in these specifications the City may hold back payment for work completed. The Chief of Construction Management will give written notification of the unsatisfactory work to the contractor. The Contractor shall have no more than 10 days to correct the condition.

CONTRACTOR'S EMPLOYEES

Contractor's employees are to present a professional appearance, shall be neat, clean, well groomed, courteous, and conduct themselves in a respectable manner while performing duties and while on City and/or private property.

The Contractor's employees shall conduct themselves in a professional manner. They shall minimize their impacts to the surrounding properties, including when they arrive to the site, take breaks, eat lunch and depart the site. Contractor's employees shall be respectful and polite to inquiries from residents or individuals not associated with the project. Any inquiries beyond basic information should be referred to the City. The Contractor shall inform the City of any inquiries that occur that is beyond providing basic information. For work at the City's Water Treatment Plant, employees shall wear an appropriate uniform and/or photo identification card that is to be displayed on the outer garment while the employee is on duty. The uniform and photo ID shall be provided by the contractor at the contractor's expense. This provision will be strictly enforced.

The City reserves the right to request that the contractor remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

SUBCONTRACTORS

The Contractor shall have the right to sub-contract but shall be fully responsible and cannot be relieved of any liability under this contract on account of any sub-contractor. All sub-contracting must have prior written City approval. The City reserves the right to approve or reject any sub-contractor.

Nothing contained in the contract documents shall create any contractual relationship between the owner and any subcontractor or sub-subcontractor. Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit, prior to construction, the following information:
A description of the items to be subcontracted, and the subcontractor's name, address, and telephone number. During the life of the contract, the Contractor shall provide the name, nature, and extent of all subcontractors.

Subcontractors shall be considered an agent of the Contractor, who shall be held fully accountable for all the subcontractor services, labor, and materials relative to the contract.

CHANGES IN WORK

If an event arises which the contractor considers may result in the addition, deletion or modification to the contract, the Contractor shall notify the City prior to commencing work under that change.

All such changes, or additional work must be authorized in writing by the City prior to starting such work.

INVOICES AND PAYMENT

The Contractor shall submit a detailed invoice to the Chief of Construction Management (Dan Stevens listed below) for payment at the end of each month for all work completed and accepted by the City during that month. Refer to item number 75 in the General Conditions and Instructions to Bidders (Section II of this IFB)

Dan Stevens, CCM – Chief of Construction Management
Department of Public Works
850 Avery Road

Rockville, MD 20851
Telephone 240-314-8552
Email: dstevens@rockvillemd.gov

NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

EXCEPTIONS

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder's bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder's bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder's willingness to comply with all requirements of all parts of the Invitation for Bids.

COMPLETE INFORMATION REQUIRED ON BID FORM

All bids must be submitted on the attached Bid Form with all sections completed. To be considered a valid bid, the bid form pages and required forms must be returned, properly completed, as outlined in the General Conditions.

INSURANCE REQUIREMENTS

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

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

Failure by the contractor to provide insurance shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

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

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

POLICY CANCELLATION

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City's Procurement Division. The Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under the contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

If applicable, all subcontractors shall meet the requirements of this section before commencing work. In addition, the Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Example:
Certificate Holder
The Mayor and Council of Rockville
City Hall
111 Maryland Avenue
Rockville, MD. 20850

COOPERATIVE PROCUREMENT

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

LICENSE AND SUPPORT AGREEMENTS

In the event a bidder or manufacturer requires an agreement to be signed the agreement must be returned with the bid for review prior to any subsequent award. The City reserves the right to refuse consideration of an agreement and may hold the bidder to any agreement entered into as a result of a purchase order being issued as a result of this IFB without prior knowledge that the bidder and/or manufacturer will require an additional document, contract or agreement to be executed.

TECHNICAL SPECIFICATIONS

GROUP I - REQUIREMENTS CONTRACT FOR CONSTRUCTION, REPAIR, AND MAINTENANCE OF CONCRETE AND BRICK INFRASTRUCTURE AND MISCELLANEOUS APPERTENANCES

Professional Certification. I hereby certify that these Documents were prepared or approved by me, and that 1 Am a duly licensed Professional Engineer under the laws Of the State of Maryland.



License No. **22462**, Expiration dated **09/17/2021**

PROJECT DESCRIPTION

This project provides the City of Rockville, Department of Public Works with resources to have "on-call" contractors available to perform a wide variety of construction items (listed below). The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place. Other items of work often accomplished under this project include asphalt patching, repair or new installation of retaining walls, minor grading and drainage corrections, installation of storm drains and appurtenances, and small public works related construction projects too small to be efficiently bid as separate projects.

These specifications cover all work necessary to furnish each bid item as listed on the bid form. The Contractor shall provide all labor, materials, equipment, supervision, traffic control, tools, appurtenances and any other ancillary items required to provide each pay item complete, in place.

The scope of work includes but is not limited to the following:

GROUP I - Construction, Repair, and Maintenance of Concrete Infrastructure and Miscellaneous Appurtenances

- Demolition, disposal, and installation of concrete sidewalks, curbs and gutters, and driveway aprons.
- Demolition, disposal, and installation of cast in place pervious concrete sidewalks, parking lots, and various other installations.
- Demolition, disposal, and installation of precast pervious concrete sidewalks, parking lots, and various other installations
- Demolition, disposal, and installation of asphalt patches
- Demolition, disposal, and installation of concrete and/or brink for storm drain inlets.
- Installation of utility structures and adjustment of existing utility structures.
- 3rd party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

GROUP II - Construction, Repair, and Maintenance of Various Types of Brick Sidewalks and Roadways

- Demolition, disposal, maintenance, and installation of brick/paver sidewalks and roadways.
- Installation of materials to correct failing subgrade.
- Removal and Replacement of existing granite curbs.
- Repair of existing brick retaining walls.
- 3rd party testing of materials upon request by the City.
- Restoration of areas affected by construction.
- Sediment control during any construction activities.

All pay items listed are considered complete in place and the prices submitted are intended to cover all costs, direct and indirect to complete the work described, including materials, equipment, labor, supervision, and other costs necessary to complete the work.

1. PROJECT LOCATION

Work under this project will take place throughout the City of Rockville within public rights-of-ways, easements and on City owned public land as required and directed by the City.

2. CONTROL OF PEDESTRIAN and VEHICULAR TRAFFIC

The Contractor will provide adequate signage to direct both vehicular and pedestrian traffic safely through the work areas. The contractor will close no more than one lane of vehicular traffic and sidewalk on one side of the street at any time and will provide adequate signage to clearly identify the sidewalk as "closed" and direct pedestrians to the other side of the street or provide other safe passage as necessary.

Warning signs for vehicular traffic will warn of any lane closure ahead and of any uneven roadway surfaces.

All signage and other warning devices are considered incidental to the work and no compensation will be paid. The City will pay for the use of Variable Message Signs (VMS) when directed by the City for such use.

All work shall be accomplished in a manner to minimize obstruction to both vehicular and pedestrian traffic. When working in or near roadways, the Contractor shall abide by the conditions for construction traffic, as set forth in the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation Work Zone Traffic Control and/or the City Inspector's directives. The cost of Traffic control is considered incidental to the unit prices bid. In all situations, safe conveyance of both pedestrian and vehicular traffic must be assured and in strict compliance with the MUTCD and any other directives provided by the City.

3. PUBLIC UTILITIES

The Contractor's attention is directed to the requirements of the MDSHA Specifications under Sections GP 5.05, GP 7.11, and GP 7.17 regarding public utilities.

The Contractor's shall be responsible to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. The existence of utilities other than those shown on the plans is not known. If during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the Engineer and take all necessary and proper steps to protect the continuance of service of such facilities.

It shall fully be the Contractor's responsibility to cooperate with the utility owners in their work of adjusting the existing utilities to suit the proposed construction under this contract. All utilities, unless provided for on the contract drawings, shall be relocated or constructed by their respective owners.

The Contractor is advised he is to contact Miss Utility at 800-257-7777 and City Utilities at 240-314-8566, before beginning any work. The Contractor is expected to coordinate his work with the various utility companies.

Before interrupting any utility service to individual buildings, the Contractor is to notify the affected utility companies and property owner in advance and coordinate any required service interruption with the owners and City Inspector.

4. TREE ROOTS

When removing and replacing sidewalk, curb and gutter, or driveway aprons, due to root damage, all roots shall be removed by cutting with a sharp saw in a neat manner. All root removal and treatment shall be per the State Forestry Permit. The Permit will be provided by the City within 14 days of the issuance of the Notice to Proceed. Special emphasis shall be placed on the provisions stated in the permit to be issued by the Department of Natural Resources, Maryland Forest, and Park and Wildlife Service. The Department of Recreation and Parks Department personnel are empowered to enforce the conditions of the permit and will be following the process closely. The important provisions of the permit include the notification requirement and the root trimming method.

5. DEMOLITION AND DISPOSAL OF EXISTING MATERIALS, STRUCTURES AND DEBRIS

Whenever directed by the City and as noted in each pay item that requires the "removal" or "demolition" of a specific item shall consist of removing and properly disposing of all debris, including but not limited to existing concrete infrastructure (curb, sidewalk, aprons, etc.), asphalt paving and curbs, pipe sections, gabion baskets, rip-rap, concrete structures, bollards, building materials, existing earth, yard debris and miscellaneous litter. All equipment, materials, and piping within the limits of the construction, designated for removal, shall become the property of the Contractor. These materials are to be disposed of legally by the contractor.

All demolition, removal, and disposal shall be performed according to all applicable Federal, State and local laws, regulations and guidelines.

When removing existing concrete, it should be removed as directed by the City Inspector. At a minimum, the existing concrete shall be saw cut at existing joints or as directed by the City Inspector, broken into pieces small enough to readily accommodate its removal **without damaging adjacent panels of concrete or asphalt**. Pieces shall be immediately placed into truck beds for removal. Broken concrete shall not be stacked or stored on City streets in any manner as to cause damage or scaring to existing adjacent surfaces.

If a joint is not available or if the joint at the removal point is a weakened plane joint with insufficient depth to provide a clean break, a saw cut will be required as directed to prevent damage to adjacent concrete. This saw cut will be considered incidental to the work. The Contractor shall take all necessary precautions to protect adjacent existing concrete and asphalt surfaces from any damage during demolition, excavation and/or removal of the existing infrastructure being removed.

The Contractor shall cut all existing asphalt and/or concrete surfaces with a power saw in such a manner as to create a tight, neat, straight water sealed joint. No "jack-hammering" or tearing of the existing surfaces will be allowed. The Contractor shall protect all adjacent surfaces as necessary.

Saw cut existing asphalt or concrete shall be to the full depth of the curb and gutter, sidewalk or pavement being cut. Water will be applied to prevent air-borne dust.

Perform work so adjacent structures, equipment, paving and materials, which are to remain, shall not be damaged. If damage occurs, the Contractor shall repair or replace the adjacent structures, equipment, paving and materials as directed by the City and at the contractors' expense. Existing utilities damaged by demolition shall be replaced with the same material and quality as the existing utilities. Before construction begins, the Contractor shall inspect existing structures, equipment and paving that will remain in-place within and adjacent to the work area for existing defects and damage found during this inspection. All damage repairs shall be at the contractor's expense.

Perform the work in a manner that will not damage parts of the structure or facility not intended for removal. If, in the opinion of the City, the method of construction used may endanger or damage parts of the structure or affect the satisfactory operation of the facilities, promptly change the method when so notified by the City. Perform all cutting required regardless of whether such cutting is specifically indicated. Examine the existing structures and make an estimate of cutting required and other conditions to be encountered in order to accomplish the work. No blasting will be permitted.

Provide shoring and bracing during construction as necessary to protect personnel, structures and equipment. No special payment will be made for shoring and bracing. All costs shall be included with the appropriate pay item. Provide warning signs as required, for personnel and the public.

All demolition and removal of debris shall be incidental to the items of work included in the bid form. Payment will be full compensation for removal, disposal, and for all material, labor, equipment, tools, and incidentals necessary to complete the work as specified and directed.

6. STREET PATCHES (General)

Steel plates shall be allowed during times of weather in which freezing temperatures (below 32-degrees) are not expected. Work done during times of expected freezing temperatures will require full backfill at the close of each workday and steel plates will not be allowed. No additional compensation shall be made to the Contractor for either situation and he shall include the cost, for same, in his unit costs for street patching.

The Contractor shall note that all utility patches made within State Highways shall comply with SHA standard detail MD 578.01 and/or as directed by the State Inspector. Utility patches made within City maintained streets shall comply with City Standard detail #60 or as directed by the City Inspector.

7. PRECAST STRUCTURES

The Contractor may substitute comparable pre-cast inlets for those specified herein, if they have been approved for use by the Montgomery County Government, the Washington Suburban Sanitary Commission or the MDSHA. The Contractor shall be responsible for engineering modifications and field stakeout to piping alignments and other components if required to accommodate the pre-cast units. Support materials used under pre-cast inlets shall be compacted GAB stone. The structures must be channelized per WSSC Standards and Specifications. Prior approval of the Chief of Construction Management is required for the substitutions.

8. ROADWAY EXCAVATION AND EMBANKMENT

In general, except as otherwise noted herein, earthwork shall conform to the requirements of MDSHA Specifications Category 200 entitled "Grading". All excavation is unclassified.

9. ACCESS TO ADJACENT PROPERTIES

Access must always be maintained to all properties abutting each work area. All work on or affecting private property is to be coordinated with the property owner by the Contractor.

10. CONTRACTORS STAGING AREA / STOCKPILING OF MATERIAL

The Contractor will establish temporary staging areas as approved by the City Inspector. Clean up of each staging area shall occur within 48 hours of removal of all stored materials. Contractor shall cover topsoil, stone, and aggregate stockpiles with tarps to prevent sedimentation of the street. Proper sediment control and safety measures shall be utilized at no extra compensation.

The Contractor will only stockpile material in locations as approved by the City Inspector.

11. FORMING CURB RETURNS

When using wood forms for curb returns, they must be made to accept metal joint plates or as directed by the City Inspector.

12. SEALING CURB JOINTS

All curb and gutter joints shall be sealed in the gutter portion within 24 hours after concrete placement with an approved joint sealing compound meeting ASTM D-11900 (Hot Application) or ASTM 1850 (Cold Application). Cost is considered incidental to the bid items for new concrete curb installation.

DESCRIPTION OF PAY ITEMS

A. The Contractor shall provide all labor, materials, tools, equipment, and appurtenances necessary for the completion of the pay items listed in the bid form and as further described below.

B. The quantities listed for each pay item are based on historical data and are intended solely for bid evaluation purposes only. The City does not warrant or guaranty that all pay items will be used. The City may adjust (increase, reduce or delete) the quantity shown for each item without modification to the unit price. Payment shall only be made for items of work completed and accepted by the City.

PAY ITEM NO. 1 THROUGH 4 – CONCRETE CURB AND GUTTER

- Pay item No. 1 – **Remove, dispose and replace** existing Montgomery County Combination Concrete Curb and Gutter: Type-A (MC-100.01), Type C (MC-101.01), depressed curb (MC-102.01) and Type-F (MC104.01)
- Pay Item No. 2 - **Remove and dispose** existing Montgomery County Combination Concrete Curb and Gutter (all types)
- Pay item No. 3 – **Furnish and Install** new Montgomery County Combination Concrete Curb and Gutter: Type-A (MC-100.01), Type C (MC-101.01), depressed curb (MC-102.01) and Type-F (MC104.01)
- Pay item No. 4 – **Furnish and Install** new MDSHA Standard 620-02 Type A concrete curb and gutter (8-inch face)

Contractor shall furnish all materials and perform all work necessary, including excavation, grading, disposal of excavated material, setting forms, placement of concrete, finishing, curing, removal of forms, backfill, final grading, topsoil and grass restoration to remove, and/or replace and/or install new concrete curb and gutter when directed by the City Inspector. All construction shall be as directed by the City. Refer to Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition and any addenda thereto, Sections 206 for removal of existing curb and gutter and Sections 602.02 and 602.03.01 for materials and construction of curb and gutter. **All new curb and gutter shall be MDSHA Mix No. 6**

These several items will be measured and shall be paid for at the Contract unit price bid per Linear Foot (LF) for the bid items No. 1 thru No. 4 for the various conditions described in the bid form. Work shall include construction of new concrete curb and gutter, curb cuts, materials, labor, equipment, tools, and other incidentals to complete this work.

PAY ITEM NO. 5 AND 6 - STANDARD ASPHALT CURB

- Pay item No. 5 – Remove and dispose of existing standard asphalt curb
- Pay item No. 6 – Furnish and install new standard asphalt curb, Standard MD 615.01, and refer to Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition and any addenda thereto, Section 602.03.02 HMA Curb.

PAY ITEM NO. 7 – CONCRETE MEDIANS

Furnish and install new monolithic concrete medians where directed. Medians shall be MDSHA Std. MD645.02. Height and width will vary. Price bid will include saw cutting existing surfaces, excavation, disposal of spoils, installation, finishing, curing, removal of forms and all restoration of existing adjoining surfaces. **Concrete to be MDSHA Mix No. 6**

PAY ITEM NO. 8 THROUGH 11 – CONCRETE SIDEWALK

- Pay item No. 8 – Remove, dispose and replace Montgomery Co. Std. MC 110.01 concrete sidewalk 4-inch thick, width varies
- Pay item No. 9 – Remove and dispose existing Montgomery Co Std. MC 110.01 concrete sidewalk, 4-inch thick, width varies
- Pay item No. 10 – Furnish and install new Montgomery Co. Std. MC 110.01 concrete sidewalk, 4-inch thick, width varies
- Pay item No. 11 – Remove and dispose of existing asphalt sidewalks and paths, maximum 6-inch thick, width varies.

Contractor shall furnish all materials and perform all work necessary, including excavation, grading, disposal of excavated material, setting forms, placement of concrete, finishing, curing, removal of forms, backfill and final grading, topsoil and grass restoration to remove and/or replace existing concrete sidewalk or install new concrete sidewalk as indicated by the City Inspector. Removal of existing sidewalk damaged during construction as directed by the City is considered incidental to replace existing concrete sidewalk. All construction shall be as directed by the City. Refer to Montgomery County Standard No. MC-110.01 and Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition and any addenda thereto, Section 206 for removal of existing sidewalks and Sections 603.02 and 603.03.01 for materials and construction of concrete sidewalks. **All new concrete sidewalk installed shall be MDSHA Mix No. 6.**

These items will be measured and shall be paid for at the Contract unit price bid per Square Yard (SY) for the bid items No. 8 thru No. 11 for the various items of work listed in each bid line item. Work shall include the possible removal of existing concrete sidewalk, Excavation of existing materials where no sidewalk currently exists, construction of new sidewalk, all materials, labor, equipment, tools, and other incidentals to complete this work.

PAY ITEM NO. 12 – FURNISH AND INSTALL DETECTABLE WARNING STRIPS (ARMOR-TILE) TACTILE SYSTEM

Furnish and install Armor-Tile Tactile warning system plates on new curb ramps for ADA compliance. Payment is by square foot (S. F.) Cost of the concrete ramp and wings is paid under pay items No. 8 and No. 10 above.

PAY ITEM NO. 13 GRIND CONCRETE TRIP HAZARDS

Furnish all equipment, tools, labor to grind concrete sidewalk trip hazards to accomplish ADA compliance. Finished surface must be a uniform, smooth, even finished plane and at a grade not to exceed 8% in longitudinal slope. Contractor has the option of using a diamond toothed grinder or a diamond bladed concrete saw.

Apply water to the existing concrete surface to eliminate airborne dust. Remove all residue from the finished operation.

Trip hazards with differential heights between panels greater that 1-1/2-inches in height will not be ground and will be subject to full removal and replacement under Pay item No. 8.

Measurement for payment will be by the foot width of each trip hazard ground.

PAY ITEM NO. 14 THROUGH 19 - DRIVEWAY APRONS

- Pay item No. 14 – Remove and dispose of existing 7-inch thick residential driveway apron.
- Pay item No. 15 – Removal and disposal of existing 9-inch thick commercial driveway apron.
- Pay item No. 16 – Remove, dispose and replace existing 7-inch thick residential driveway apron.
- Pay item No. 17 – Removal, disposal and replace existing 9-inch thick commercial driveway apron.
- Pay item No. 18 – Furnish and install new 7-inch thick residential driveway apron.
- Pay item No. 19 – Furnish and install new 9-inch thick commercial driveway apron.

Contractor shall furnish all materials and perform all work necessary, including excavation, grading, disposal of excavated material, setting forms, placement of concrete, finishing, curing, removal of forms, backfill and final grading, topsoil and grass restoration to remove and/or replace existing concrete driveway aprons or install new concrete driveway aprons as indicated by the City Inspector. Any adjacent infrastructure damaged by the removal/replacement under these items will be incidental to the bid price of the appropriate item and done at the expense of the Contractor. Refer to City of Rockville Standard Details CM-1.1 and1.2; CM-2.1 and 2.2 for commercial (9-inch thick) aprons; SF-1.1 and 1.2; SF2.1 and2.2 for residential (7-inch) aprons. **All new concrete aprons installed shall be MDSHA Mix No. 6.**

PAY ITEM NO. 20 THROUGH 23 – CAST IN PLACE PERVIOUS CONCRETE

- Pay item No. 20 – Remove, dispose, and replace 4" pervious concrete
- Pay item No. 21 – Furnish and install new 4" pervious concrete
- Pay item No. 22 – Remove, dispose, and replace 7" pervious concrete
- Pay item No. 23 – Furnish and install new 7" pervious concrete

Contractor shall furnish and install pervious concrete in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the City at the contract unit price per square yard (S.Y.) for the bid items No. 20 thru No. 23 for the various items of work listed in each bid line item. Payment shall include all pervious concrete, filter fabric, excavation, backfill, disposal of excess or unsuitable material, forms, reinforcement when specified, joints, sealer, compaction, curing, finishing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

The company specializing in performing work the installation of pervious concrete shall have a minimum two years documented experience. The pavement crew supervisor shall be certified by the NRMCA as Pervious Concrete "Installer" and shall be on-site during any placement of pervious concrete. At least two additional NRMCA Certified "Technicians" shall be part of the pavement crew. Contractor shall provide these certifications to the City before work on the pervious concrete can begin.

Aggregate base shall be specified on the plans and in Section 901 of the MSHA Standard Specifications. Portland Cement Concrete and Related Products shall be as specified in Section 902 of the MSHA Standard Specifications. Pervious Concrete sidewalk shall be in accordance with SHA Mix "PC", and check dam concrete shall be in accordance with SHA Mix 3. Pervious Concrete shall have a void content of 17% to 23% and shall have a density of 100 to 125 lbs/ft^3. The pervious concrete mix submittal should document the density of the pervious concrete relative to the void content that complies with the specified requirements. The void content and the density will be verified in the field in accordance with ASTM C 1688: Standard Test Method for Density and Void Content of Freshly Mixed Pervious Concrete. Construction shall be in accordance with Section 603.03 of the MSHA Standard Specifications, and the following:

1. Verify stripped subgrade is acceptable and ready to support paving and imposed loads. Verify that the gradients and elevations of the base are correct.
2. Permeable Non-Woven Geotextile Filter Fabric shall be installed on the sidewalls of the cleaned excavated section and pinned to be held in place temporarily while installing stone and concrete.
3. AASHTO No 2 Stone Base: Place stone base in excavated section. Thickness of the aggregate base shall not be less than 12 inches, or greater than 18", as specified on the plans.
4. AASHTO No 57 Stone Capping Layer: Placed and tamped to 2" thick.
5. Concrete Preparation: Moisten capping layer to minimize absorption of water from fresh concrete.
6. Concrete Forming: Place and secure forms to correct location, dimension, profile and gradient. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
7. Placing Concrete: Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
8. Concrete Finishing: Pervious concrete requires specific equipment for compaction and jointing. Rolling compaction shall be achieved using a hydraulically actuated rotating tube screed. Small areas may be compacted using a plate compactor that has a surface area of at least 2 square feet and exerts a minimum vertical pressure of 10 psi on the pavement surface through the use of a temporary 3/4-inch plywood cover. Contraction joints shall be formed by using a rolling joint tool or by saw cutting per ACI recommendations. Tooled jointing can be used using the new deeper bladed hand jointers.
9. Concrete Curing: Place surface evaporation retarder and sheet materials on exposed concrete surfaces immediately after finishing. Sheet materials are to remain in-place a minimum of 7 days.
10. Joint Sealing: Separate pavement from vertical surfaces (isolate joint) with 6 mil poly or construction paper.
11. Performance: Project is accepted for production when mix design, unit weight, field testing and test panel evaluation are performed satisfactorily. After core samples are taken during field quality control testing, if any section does not pass, then the section shall be removed and replaced at no additional cost to the Owner.
12. Protection: Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury. Do not permit vehicular traffic over pavement for 14 days minimum after finishing. Protect the pervious concrete from contamination by debris and other fine particles until project completion through the use of sheet materials and barricades or other methods acceptable to the Owner.

PAY ITEM NO. 24 – REMOVE AND DISPOSE OF EXISTING ASPHALT ROADWAY

This item is intended to be used at the direction of the City inspector. This item is not to be combined with asphalt patching items where removal of the existing asphalt is already included in that unit price. This item includes the complete removal and disposal of the complete roadway, including all surface course, base courses and compacted subgrade. This item includes all backfill with earth, topsoil, grading, compaction, and seed restoration. Payment is by the cubic yard (C. Y.)

PAY ITEM NO. 25 - SAW CUTTING

In general, all saw cutting is considered incidental to the many removal and demolition items listed in the bid form. This bid item for saw cutting existing asphalt and/or concrete shall be used at the sole discretion of the City and will be paid for only when approved in advance, in writing by the City.

The work will include cutting to the full depth of the concrete or asphalt being removed. Saw cutting will only be paid when specifically directed by the City Inspector. All saw cutting required for normal removal of existing infrastructure is considered incidental to the unit price bid for removal and replacement of each item. Payment is by the linear foot (L. F.)

PAY ITEM NO. 26 – STORM DRAIN INLET TOPS

Remove, dispose and replace existing reinforced concrete storm drain tops (primarily Type A and COG style inlets where the existing construction is brick walled with a poured in place or precast top slab only. Payment is by the square yard (S. Y.)

Payment includes replacing the re-bar, the front-face angle iron, access frame and cover, and painting all exposed metal surfaces, after proper preparation, with 2 coats of Rustoleum High Performance Enamel Paint, color to be "Light Machine Gray"

PAY ITEM NO. 27 – EXISTING INLET THROATS

Remove, dispose and replace existing concrete gutter throats complete, in-place, including top-slab supports. Payment is by the Linear Foot (L. F.)

PAY ITEM NO. 28 THROUGH 31 – HOT MIX ASPHALT PATCHES

Hot Mix Asphalt (HMA) patching shall be paid for at the unit prices bid for the following line items:

- Pay item No. 28 - Furnish and install HMA **base** mix (MDSHA Superpave 25mm, PG64-22, Level 2) for small patches by hand for both partial depth patches (PDP) and full depth patches (FDP)
- Pay item No. 29 - Furnish and install HMA **surface** mix (MDSHA Superpave 12.5mm, PG64-22, Level 2) for small patches by hand for both partial depth patches (PDP) and full depth patches (FDP)
- Pay item No. 30 - Furnish and install HMA **base** mix (MDSHA Superpave 25mm, PG64-22, Level 2) for small patches by machine for both partial depth patches (PDP) and full depth patches (FDP)
- Pay item No. 31 - Furnish and install HMA **surface** mix (MDSHA Superpave 12.5mm, PG64-22, Level 2) for small patches by machine for both partial depth patches (PDP) and full depth patches (FDP)

For all project locations, if existing paving is damaged by the construction activity, the full depth patch (surface and base course asphalt) shall extend over to the damaged area.

All materials shall conform to the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, dated July 2020, and any addenda thereto (hereafter referred to as SHA Standard Specifications.

- Tack Coat – Section 904
- Aggregate – Section 901, Table 901C and 901D for HMA
- Hot Mix Asphalt (HMA) – Section 904
- Crack Filler – Section 911.01
- Production Plant – Section 915

The existing asphalt pavement shall be removed to the full depth and the full perimeter of the designated area as marked by the City Inspector. The existing paving shall be cut by means of a perpendicular saw cut or other acceptable method as approved by the City Inspector. The area removed shall be neatly and squarely removed with no ragged edges or damage done to the surrounding asphalt areas. All saw cutting and demolition work will be incidental to the unit price bid for the HMA patch items.

Weather Restrictions: Refer to SHA Standard Specs. Section 504.03.02

Subgrade Preparation: The City Inspector shall evaluate the existing subgrade to determine if it is suitable as a foundation for the patch. If it is determined to be suitable but unstable, it shall be compacted as specified in SHA Standard Spec. Section 501.03.10 to the satisfaction of the City. If it is determined to be unsuitable, it shall be removed and replaced with aggregate base conforming to SHA Standard Spec. Section 501. The replacement aggregate material shall be compacted in layers of 4-inches maximum depth each layer. At the contractor's option, HMA may be substituted for graded aggregate base. The Contractor shall haul the existing asphalt material that is removed away from the repair site immediately.

Protection of the subgrade after preparation shall be the responsibility of the Contractor. No payment will be made for removal and replacement of subgrade that was not protected properly.

Emergency Filler: The Contractor shall have readily available enough graded aggregate to completely fill the void of the repair area. The material shall be subject to the approval of the City Inspector and shall be placed and compacted in the void. The material shall be removed immediately prior to placement of the HMA.

Patch Construction: Prior to placing the HMA, the exposed vertical surface of all adjacent pavement shall be thoroughly cleaned, and tack coated in conformance with SHA Standard Spec. Section 504.03.04. HMA shall be placed in lifts not exceeding three (3) inches each. The HMA shall be placed and spread by shovel, rake or other method as approved by the City Inspector. The finished surface of the HMA patch material shall match the existing grade of the surrounding roadway surface. HMA shall not be placed on frozen subgrade.

Hot mix asphalt patches shall be measured and paid for at the Contract unit price per Ton for all material installed and accepted by the City Inspector. Waste material and material rejected by the City inspector will not be paid for. All payments will be verified by delivery tickets signed by the city inspector and retained by the inspector for payment reference. Payment will be full compensation for all material, labor, equipment, tools and incidental items necessary to complete the work.

PAY ITEM NO. 32 – GRADED AGGREGATE BASE (GAB)

Furnish, install and compact graded aggregate base (GAB) in trenches and patches as directed. Includes all excavation, excess material disposal off site, compaction, etc. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

PAY ITEM NO. 33 – HMA FOR PATHWAYS

Furnish and install hot mixed asphalt (HMA) for pathways. 2-inch asphalt surface mix 9.5mm and 4-inch 25mm base mix, compacted in place. Excavation and grading not included. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

PAY ITEM NO. 34 – RESTORATION (WHEN DIRECTED) – SOD INSTALLATION

In general, all restoration shall be incidental to the unit price bid for the various pay items listed in the bid form.
Sod shall be installed from March 1 to May 31 and from September 1 to November 15 only. Do not place sod on frozen subgrade.
Sod shall be machine cut, with a uniform thickness of from ¾-inch +- ¼-inch, excluding top growth and thatch. Sod shall be strong enough to support its own weight when lifted by ends. Sod type should match existing grass growth.

Loosen subsoil to a depth of 6-inches. Remove objectionable material such as stones, clods, brush, roots and trash from the top 4-inches of soil. Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #32.

Sod should be delivered within 24-hours of cutting and installed within 36 hours of cutting. Place sod panels in neat rows, stager joints and generally place along the contour.

Contractor will water sod as needed to assure its viability

Sod placed under this pay item shall be at the written direction of the City. Sod placed by the contractor at their convenience will be considered incidental to the work. Furnish and install sod, complete, in-place, per WSSC Specification section 02920. Payment per square yard (S. Y.)

PAY ITEM NO. 35 - RESTORATION (WHEN DIRECTED) -GRASS SEED MIX

In general, all restoration shall be incidental to the unit cost bid for the various pay items listed in the bid form. This pay item is to be used only at the direction of the City Inspector and only when authorized in advance in writing.

The following specification applies to all seeding restoration, whether incidental or as directed by the City.

The Contractor shall furnish all labor, equipment, supervision and materials necessary for restoring and seeding disturbed areas as directed by the City Inspector. All ruts and disturbed area shall be filled in and property graded, seeded and mulched.

Permanent seed mix shall meet the MDSHA requirements for Turfgrass, section 705 Standard Specifications for Construction and Materials

All seed is to be certified. The seed shall be applied at a rate of 10-lbs. minimum per 1000 square feet. All seed shall have a minimum purity of 95%, minimum germination of 90%. A maximum other crop content of 0.1 % and maximum weed content of 0.1 %.

The City reserves the right to have the existing or placed topsoil tested for soil amendments as necessary or needed. In lieu of soils testing, Organic Fertilizer (5-3-4) shall be applied at the rate of 1 lb. Per 50 sq. ft.

Seed bed preparation must be accomplished by either manual or mechanical means. Loosen all soil to a depth of 3-inches and remove all stone and rock greater than ¾-inch in diameter. Seed must be evenly distributed and to a depth of no more than ¼-inch. Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #30.

The organic fertilizer must be 100% organic based fertilizer, free of synthetic materials. The fertilizer must be derived of fish by-products, cottonseed meal, alfalfa meal, feather meal, rock phosphate, kelp meal, cocoa meal, blood meal, dried whey, natural nitrate of soda, natural sulfate of potash, and magnesium sulfate.

Guaranteed Analysis:

Total Nitrogen (N)	5.0%
Water Soluble Nitrogen	1.5%
Water Insoluble Nitrogen	3.5%
Available Phosphate (P2O2)	3.0%
Soluble Potash (K2O)	4.0%

The fertilizer must be granular, free flowing and suitable for application with approved equipment. Fertilizer must be delivered to the site, fully labeled in accordance with Maryland State Law and must bear the name, trade-mark or trade name and warranty of the producer. Fertilizer application shall be an incidental cost to the unit pricing for the various seed mix applications.

Soil Stabilization (Mulch) matting shall be **Curlex Net Free 0.50 lbs./s.y.** Soil Stabilization Matting must be bio-degradable within 12 months and placed and "pinned" immediately after placement of the seed but in no case, more than 24 hours after seed placement. Matting and pinning shall be incidental to the cost of the seed bid item.

Initial watering shall be completed immediately after placement of the soil stabilization matting. Follow-up watering shall be made at the Inspectors direction. 95% germination of seed is required. The cost of all watering shall be incidental.

Any areas outside the specified work areas, where the vegetation has been accidentally destroyed and/or the ground disturbed by the Contractor (tire ruts and more), shall be restored by the Contractor as described above at the Contractor's expense.

PAY ITEM NO. 36 – SCREENED TOPSOIL

Furnish and install screened, natural topsoil, including all sub-grade preparation, placement, spreading, surface preparation in accordance with MDSHA specifications, section 701 and section 920.01.02 or as directed. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

PAY ITEM NO. 37 – SELECT BORROW BACKFILL

Furnish and install select borrow backfill, including compaction, per MDSHA Specifications. Minimum 105 pcf unit weight required. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

PAY ITEM NO. 38 – MDSHA PORTLAND CEMENT CONCRETE PAVING

Furnish and install Portland Cement Concrete Paving (minimum 9-inch thick). Includes all excavation, reinforcing steel, tie bars, all labor and materials. Installation as per MDSHA Standard Specifications. Payment is by Cubic Yard (C. Y.)

PAY ITEM NO. 39 – BRICK CHANNELS IN MANHOLES and INLETS

Remove, dispose and replace existing masonry brick channels in existing inlets and manholes. Complete in-place. Payment is by the cubic foot (C. F.)

PAY ITEM NO. 40 – EXISTING BRICK RETAINING WALLS

Remove, dispose and replace existing brick on retaining walls. This item is generally used to make minor, small area repairs to existing walls. New retaining walls are generally unit block masonry walls as noted below. Large scale replacement of existing brick walls will be negotiated based on existing conditions. Price per square foot per exposed face (S. F. F.)

PAY ITEM NO. 41 – MASONRY UNIT BLOCK RETAINING WALLS

Furnish and install masonry unit block retaining wall system. Including all excavation, filter cloth, aggregate base, leveling course, ties, reinforcing, aggregate backfill. Installation per manufacturers installation requirements. Maximum height of 4-foot. Block to be "keystone, standard unit, straight face, buff color. Additional details in appendix. Payment is by square foot / vertical wall face.

PAY ITEM NO. 42 – STANDARD GABION BASKETS

Work consists of all labor, materials, equipment, and services necessary for and incidental to replacing existing gabion baskets or the installation of new baskets as directed by in the field by the City. Refer to the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, latest edition, and any addenda thereto, Section 313.03.

MATERIALS

- ***Stone*** **–** Gabion stone shall be as specified to meet the requirements of MSHA Section 901.05
- ***Wire*** **–** The wire shall have a minimum tensile strength of 75,000 psi when tested as specified in ASTM A641. All wire sizes and mesh spacing shall be as recommended by the manufacturer. Tie and connecting wire shall also conform to this Specification.
    - Stainless steel rings fasteners may be used instead of, or to complement standard lacing wire. Stainless steel rings for PVC coated wire mesh shall be in accordance with ASTM A975 section 6.3. The spacing of rings shall be in accordance with ASTM A975 Table 2, Panel to Panel Connection, Pull-Apart Resistance. Ring fastener spacing shall not exceed 6 inches. The ring diameter shall be 0.118 inches.
    - Galvanized coating for fabric, ties and connecting wire shall as specified in ASTM A975 and shall comply with Style 3 Coating, Galvanized and PVC Coated Steel Wire.
    - Polyvinyl Chloride (PVC) Coating for Gabions. PVC coating for fabric, ties and connecting wires for gabions shall conform to Federal Standard 595, gray color No. 26440.

Remove any loose material from within broken or undercut gabion baskets. Carefully excavate around footer stones removing loose or protruding material. Do not attempt to remove rocks already wedged in place. Base stone shall be packed tightly under gabion baskets creating a secure and even footer. All base stone shall be chinked to reduce voids.

Broken or collapsing baskets will be removed and replaced with new PVC coated wire baskets. Missing or loose stone within baskets will be replaced or resituated to insure a uniform surface free of bulges.

This item will be measured and paid for at the Contract unit price per Cubic Yard (C. Y.) of new baskets installed. The payment will be full compensation for all wire mesh, lacing wire and fasteners, gabion stone, disposal of removed baskets and excess material, and any other material, labor, equipment, tools and incidentals necessary to complete the work.

PAY ITEM NO. 43 – FURNISH AND INSTALL MDSHA #57 STONE

Furnish and install MDSHA #57 aggregate for subgrades and / or backfill as directed. Price includes all excavation and off-site disposal of excess and waste material. Price is per Ton.

PAY ITEM NO. 44 – FURNISH AND INSTALL #2 STONE

Furnish and install #2 aggregate, as defined by ASTM C33, for subgrades and / or backfill as directed. Price includes all excavation and off-site disposal of excess and waste material. Price is per Ton.

PAY ITEM NO. 45 – VARIABLE MESSAGE SIGN (VMS)

Provide Variable Message Sign (VMS) including delivery, set-up, programming, maintenance, appurtenances, continuous daily 24-hour operation and removal. Each VMS will be a solar powered, 3-line message face, full sized, trailer mounted. Payment is each/per day.

PAY ITEM NO. 46 – MISCELANEOUS UNCLASSIFIED EARTH EXCAVATION (ROCK EXCAV. IN STIPULATED ITEMS)

Miscellaneous unclassified earth excavation, including stockpiling on-site, reuse and disposal of excess material. Payment is by the Cubic yard (C.Y.)

***STIPULATED CONTINGENT PAY ITEMS* (do not provide pricing)**

Items below are designated as Stipulated and Contingent pay items on the bid proposal form and are marked with an asterisk (*). The quantity may be increased, decreased or not used in its entirety at the sole discretion of the City. The contractor hereby accepts the unit prices stipulated by the City and included on the bid form with the submittal of the bid.

PAY ITEM NO. 47* – HMA SPEED HUMP CONSTRUCTION

Install asphalt speed hump as per Montgomery County detail provided in Appendix A. Cost to include all materials, equipment, tools, stripping, grinding of existing asphalt surface and compaction. Cost is at the stipulated price per TON.

PAY ITEM NO. 48* – VERTICALLY ADJUST SEWER MANHOLE FRAME and COVER

Vertically adjust (raise) existing sewer manhole frame and cover up to 4 –inches vertically as per City of Rockville standard detail SM-1 (see appendix A). Including all labor and materials (not including asphalt). Payment is for each adjustment at the stipulated price.

PAY ITEM NO. 49* – VERTICALLY ADJUST WATER VALVE BOX TOP FRAME and COVER

Vertically adjust (raise) existing water valve box top frame and cover, up to 4-inches vertically as per City of Rockville standard detail WV-1 (see appendix A) Includes all labor and materials (not including asphalt). Payment is for each adjustment at the stipulated price.

PAY ITEM NO. 50* – VERTICALLY ADJUST WATER METER CROCK

Vertically adjust (raise) existing water meter crock (not adjusting water meter, only the crock) up to 6-inches vertically. Includes all excavation, labor, materials necessary to adjust frame and cover to final grade. Payment is for each adjustment at the stipulated price.

PAY ITEM NO. 51* – VERTICALLY ADJUST SANITARY SEWER CLEAN-OUT

Vertically adjust (raise) existing sanitary sewer clean-outs on residential properties up to 6-inches vertically to reset cleanout tops to new finished grades. Payment is for each cleanout at the stipulated price.

PAY ITEM NO. 52* - FURNISH AND INSTALL 4' INSIDE DIMENSIONED TYPE "B" MANHOLE (MONTGOMERY CO. DESIGN STANDARD 515.01)

Install 48" inside dimensioned Storm drain Manhole per the Montgomery County Book of Design Standards February 2001.

Refer Montgomery County Book of Design Standards Latest Version, Standard No. MC-515.01, "B" Manhole.

Refer to these specifications and MSHA "Standard Specifications for Construction and Materials" Latest Version, Section 301 — Class 3 Excavation for Incidental Construction, AND Section 302 — Selected Backfill

This item will be measured and shall be paid for at the STIPULATED unit price per vertical foot of manhole required. Measurement shall be from one (1) foot below the lowest invert pipe elevation to the top finished grade of the frame and cover. The payment will be full compensation for complete installation of Manhole, including all materials, excavation and backfill, labor, equipment, tools, and other incidentals to complete this work.

PAY ITEM NO. 53* – STANDARD TYPE-C CONCRETE HEADWALL (MSHA STANDARD NO. MD-354.01)

Provide and install or construct Standard MDSHA Type-C Concrete headwall as directed by the City at the Stipulated Unit Price per Cubic yard of concrete required. Price includes re-bar. Contractor has the option to cast-in-place or provide pre-cast headwall.

Refer to these specifications and MSHA "Standard Specifications for Construction and Materials" Latest Version, Section 301 — Class 3 Excavation for Incidental Construction, Section 302 — Selected Backfill, Section 305 — Miscellaneous Structures.

This item will be measured and paid for at the Stipulated Contract unit price per cubic yard of concrete required for the appropriate pipe size. Excess concrete will not be counted. The payment will be full compensation for complete installation of the concrete headwall, including all excavation, backfill, materials, labor, equipment, tools, and other incidentals to complete this work.

PAY ITEM NO. 54* thru 57* - STORMDRAIN INLETS (MDSHA DESIGN STANDARDS MD 374.04)

Install Storm-drain Inlets at the stipulated unit prices and as directed by the City per the MDSHA Standard drawings listed and per the MDSHA Standard Specifications for Construction and Materials dated July 2008.

- Pay item 54*, MDSHA Standard No. MD-347.04, Standard WR Inlet (max 6-foot depth)
- Pay item 55*, MDSHA Standard No. MD-374.31, Standard COG Inlet w/ 5-foot throat (max 6-foot depth)
- Pay item 56*, MDSHA Standard No. MD-374.41, Standard COS Inlet w/ 5-foot throat (max 6-foot depth)
- Pay item 57*, MDSHA Standard No. MD-378.11, Standard Type-K inlet w/ grate (max 4-foot depth)

Refer to these specifications and MSHA "Standard Specifications for Construction and Materials" Latest Version, Section 301 — Class 3 Excavation for Incidental Construction and Section 302 — Selected Backfill
These items will be measured and shall be paid for at the Stipulated Contract unit price per each (EA) for the above referenced line items for the type of inlet installed. The payment will be full compensation for complete installation of the inlet, including all materials, excavation and backfill, labor, equipment, tools, and other incidentals to complete this work. Measurement will be from the bottom of the inlet base to the top of the inlet Frame and Cover or grate.

PAY ITEM NO. 58* – WSSC STANDARD FIELD CONNECTION
Construct standard WSSC field connection, up to 21-inch diameter RCP, in place, including excavation and backfill at the stipulated lump sum price for each connection.

PAY ITEM NO. 59* – CONSTRUCT STANDARD CONCRETE STAIRWAY
Construct standard concrete stairway per MDSHA detail 657.00, including re-bar at the stipulated unit price per cubic foot (C. F.)

PAY ITEM NO. 60* thru 63* FURNISH AND INSTALL CLASS IV REINFORCED CONCRETE PIPE (RCP)
Furnish and install Class IV Reinforced Concrete Pipe (RCP) as directed by the City at the Stipulated Unit price per Linear Foot (L. F.) for the diameters listed:

- Pay Item No 60*, 15-inch diameter
- Pay item No. 61*, 18-inch diameter
- Pay item No. 62*, 21-inch diameter
- Pay Item No. 63*, 24-inch diameter

Joints shall be tongue and groove and shall be rubber gasketed. Joints shall be wiped with mortar. Mortar shall be applied to the outside of all pipe joints. Install pipe collar as specified on the Approved Plans.

Refer to MSHA "Standard Specifications for Construction and Materials" Latest Version, Section 303 — Pipe Culverts, Section 301 — Class 3 Excavation for Incidental Construction, and Section 302 — Selected Backfill

This item will be measured and paid for at the Stipulated Contract unit price per Linear Foot (LF) for the size of pipe required. The payment will be full compensation for complete installation, including all excavation, backfill, materials, labor, equipment, tools, and other incidentals to complete this work.

PAY ITEM NO. 64* – ROCK EXCAVATION
Used only at the City Inspectors direction. Rock that is too dense to be removed with normal construction equipment shall be paid for at the stipulated unit price per cubic yard (C. Y.)

PAY ITEM NO. 65* – MISCELANEOUS HAND EXCAVATION AS DIRECTED (TEST PITS)
This item is intended only for situations where the City Inspector directs the contractor to perform hand excavation only. Methods shall be as specified by Maryland Department of Transportation, State Highway Administration, and Standard Specifications for Construction and Materials latest addition and any addenda thereto, Section 205 Test Pit Excavation. All test pit locations must be approved by the City prior to initiation. Test Pits at the Contractors discretion and as part of the Contractors normal safety compliance and good work practices are encouraged but are not compensated for under this pay item and are considered incidental to the work being performed.

This item shall be measured and paid for at the Stipulated Contract unit price per Cubic Foot (C. F.) for "Miscellaneous hand excavation". Payment will be full compensation for all material, labor, equipment, tools and incidental items necessary to complete the work.

PAY ITEM NO. 66* – COLD PATCH (TEMPORARY PATCHING)

Provide and install for temporary patching at the sole direction of the City Inspector, High-Performance Asphaltic Cold Patch in compliance with Manufacturers' directions. Material shall be appropriate for use in all weather conditions. Payment is at the stipulated unit price per ton.

PAY ITEM NO. 67* AND 68* - SEDIMENT CONTROL

- Pay item No. 67*- Furnish, install and maintain "gutter buddy" as manufactured by ACF Environmental or approved equal inlet protection per manufactures specifications and details.
- Pay item No. 68* – Furnish and install silt fence as specified and detailed on WSSC detail SC-1.0 (entrenched)

For most work under this contract, sediment control measures will be required only where directed by the City Inspector. The Contractor shall provide sediment control measures, such as silt fence or inlet protection, including maintaining all controls and removal following completion of the work at the Stipulated unit price shown on the bid form. The Contractor shall be responsible for notifying the City Inspector prior to removing sediment control facilities and under no circumstance shall any sediment control be removed without written approval from the City Inspector.

All sediment control measures shall conform to 2011 Maryland Standards and Specifications for Soil and Sediment Control

During construction, the Contractor shall make periodic inspections and maintain sediment control structures, including cleaning silt fences as directed to ensure that the intended purpose is accomplished. Under no circumstances shall sediment be allowed to enter onto private properties.

When directed in the field by the Inspector, the Contractor shall be required to make adjustments in location and/or increase or decrease quantities of sediment control measures and provide temporary stabilization measures as directed. Payment for same shall be included in the unit price bid for each sediment control item.

PAY ITEM NO. 69* – TEMPORARY TREE PROTECTION/HIGH VISIBILITY FENCING

When directed by the City Inspector, install protective fencing as described herein. Furnish, install, maintain, and remove tree protection fence and pedestrian fence as directed by the City, including City Forestry Inspector. Temporary protective fencing installed by the contractor for the contractor's own purposes, such as protection of the work area for pedestrians and for the contractor's normal convenience and safety protocols is incidental to the various unit prices bid.

MATERIALS

- Steel posts shall be conventional "T" or U Channel, 6' length or
- Wood Posts, 2"x2"x6'
- Fence Fabric will be international orange, high density polyethylene diamond mesh with a maximum width opening of 1-1/2 inches. Mesh will be 4-feet in height with a roll weight of 20 lbs. per roll for a 50-foot roll.
- Ties – Tension wire or rope

This item will be measured and shall be paid for at the Stipulated Contract unit price per linear foot (LF) for the bid item "Temporary Tree Protection/High Visibility Fencing." The payment will be full compensation for furnishing, placing, maintaining and removal upon completion of the protective fence including all materials, labor, equipment, tools and other incidentals necessary to complete the work.

PAY ITEM NO. 70* - PRESSURE INJECTED EPOXY CRACK REPAIR

Epoxy injection is limited to cracks with a maximum width of ¼-inch and shall include the furnishing and placing of an epoxy crack sealer injected under pressure at locations as directed by the City Inspector. The epoxy resin shall comply with MDSHA Specifications section 921.04, C-881, type 1. Epoxy shall be placed when ambient and surface temperatures are 50 degrees or warmer. Epoxy shall be installed in accordance with the manufacturers' recommendations. The epoxy injection equipment shall be a positive displacement pump system.

Payment is by the linear Foot (L. F.)

PAY ITEM NO. 71* - TROWEL GRADED MORTAR REPAIRS

Provide and install fiber reinforced mortar at a consistency to allow placement by trowel and designed for overhead use. Use Type II Portland cement meeting MDSHA Section 902.03. Use fine aggregate meeting the Fine Aggregate-Portland Cement Concrete requirements of MDSHA Section 901.01. Applied mortar must have a 28-day compressive strength of from 4,500 to 9,000 PSI. Color shall match existing surface.

- Construction shall be as noted in MDSHA Section 423.03
- Synthetic Fibers shall comply with MDSHA Section 902.06.06
- Curing Materials shall comply with MDSHA Section 902.07
- Mortar for Grout shall comply with MDSHA Section 902.11 (a) or (b)
- Reinforcement (when required) shall comply with MDSHA Section 908.01, 908.02 and 908.08
- Water shall comply with MDSHA Section 921.01

Payment is by the cubic Foot (C. F.) and will be full compensation for all removal of existing deteriorated concrete, furnishing and placing trowelable mortar, and for all materials, labor, equipment, tools and incidentals necessary to complete the work. Reinforcing steel, when required, will be priced separately based on the scope of work required. This additional work for reinforcing steel will include cleaning existing reinforcing steel, furnish and install new reinforcing steel as required, drilling and grouting holes, and furnishing and installing wire fabric.

END OF SECTION

TECHNICAL SPECIFICATIONS

GROUP II - REQUIREMENTS CONTRACT FOR CONSTRUCTION, REPAIR, AND MAINTENANCE OF CONCRETE AND BRICK INFRASTRUCTURE AND MISCELLANEOUS APPERTENANCES

Professional Certification. I hereby certify that these Documents were prepared or approved by me, and that I Am a duly licensed Professional Engineer under the laws Of the State of Maryland.



License No. **22462**, Expiration dated **09/17/2021**

GENERAL SITE WORK

1. CUTTING EXISTING ASPHALT OR CONCRETE SURFACES

The Contractor shall cut all existing asphalt and/or concrete surfaces with a power saw, such as a carborundum saw or diamond core drill, in such a manner as to create a tight, neat, straight water sealed joint. No "jackhammering" or tearing of the existing surfaces will be allowed. The Contractor shall protect all adjacent surfaces as necessary.

2. TESTING OF MATERIALS

The City reserves the right to test all materials and construction performed under this contract. Testing shall be generally limited to:

- Taking and /or collecting samples of soil and/or other backfill materials for proctor tests.
- Performing proctor tests in a lab.
- Performing compaction tests on site
- Taking concrete cylinder samples and testing compression strength.
- Asphalt sampling and compaction testing

Although the Contractor will not be directly responsible for this testing and sampling, it is required that he fully cooperate with the City and/or the testing company in accomplishing these tasks.

Employment of a testing agency in no way relieves the Contractor of his responsibility and obligation to comply with all aspects of this contract and to perform all work in a proper, acceptable and workman like manner and doing all such work in full compliance with these contract documents.

3. DEMOLITION

Demolition shall generally be limited to removal of existing asphalt, concrete or brick/block pavers and bedding sand as delineated and/or directed by the City Inspector in the field. Generally, these materials are to be disposed of legally by the contractor however certain items will remain the property of the City and as such must be retained on site or delivered to the City's Maintenance Facility located on Rothgeb Drive off of East Gude Drive, in Rockville. These items include existing concrete paver stones, brick pavers, granite curbstones, traffic poles and/or signs, parking meters, streetlights (including poles, standards and fixtures), trash receptacles (including mounting anchors)

4. UNSUITABLE MATERIAL

Immediately notify the City Inspector in the event unsuitable earth is encountered during earthwork or subsequent construction operations at or just below the final sub-grade elevation. Stop all work within the immediate vicinity of the unsuitable material. Do not remove any unsuitable material without obtaining written authorization and proper measurements from the City Inspector. Unsuitable material shall be removed from the site as soon as possible.

5. EXCAVATED MATERIAL STORAGE

Stockpile select excavated materials on site in a safe manner so as not to impede pedestrian or vehicular traffic. The City Inspector shall approve stockpile locations. Shape and grade stockpiles to prevent surface water ponding. Stabilize stockpiles as necessary or as directed by the City Inspector.

6. FILL PLACEMENT

Do not place fill materials on soft or frozen sub-grade. Place fill materials in 4 inch to 6 inch lifts and thoroughly compact to a minimum of 95% by T-99C method. Grade all areas to a smooth and uniform surface.

MATERIALS

1. UNIT PAVERS

Brick Unit Pavers for Walkways: Solid (un-cored) pedestrian and light traffic paving brick complying with ASTM C 902, Class SX, Type I, Application PS, with a minimum compressive strength of 8,000 psi. Provide and install Modular size 3-5/8" x 7-5/8" x 2-1/4" brick pavers, with wire cut side down, as or equal to Glen-Gery 53DD Modular Solid units as manufactured by the Glen-Gery Mid-Atlantic plant.

Concrete Unit Pavers, General: Solid, dense concrete paving units made from a "no slump" concrete mix cast under extreme pressure with high frequency vibration to achieve a compressive strength exceeding 8,000psi, and that meets or exceeds applicable requirements of ASTM C 936

Maximum Water Absorption: 5%.

Freeze-Thaw Properties: Meeting or exceeding the requirements of Section 8, ASTM C 67.

Concrete Unit Pavers, Type A: Provide concrete unit pavers as or equal to the following sub-types in locations shown or directed:

Type A-1 Pavers: Balcon, Inc. "Holland-Stone" pavers for vehicle traffic Areas, 4" x 8" x 3-1/8" thick nominal size, "Burnie Blend" color and texture.

Type A-2 Pavers: As A-1 paver specified above, of same dimensions, color, and texture, but with scored groove across mid-point of face to simulate a sand-filled, finger-tight installation joint.

Concrete Unit Pavers, Type B: As or equal to Balcon, Inc. "Holland Stone" pavers specified as Type A-1 above, except in 2-3/8" thickness for installation in pedestrian traffic areas only.

Concrete Unit Pavers, Type C: Provide concrete unit pavers as or equal to the following sub-types in locations shown or directed:

Type C-1 Pavers: Balcon, Inc., "Country Cobble" square faced pavers 6-1/4" x 6-1/4" x 3-1/8" nominal size, "Slate Blend" color pavers simulating a cobblestone appearance.

Type C-2 Pavers: As C-1 paver specified above, except in "Charcoal" color.

PORTLAND CEMENT MORTAR SETTING BED MATERIALS:

Portland Cement: ASTM C 150, Type II or I.

Aggregate: ASTM C 144 with a fineness module of 2.25 plus or minus 0.10.

Latex Additive: (water emulsion) described below, serving as replacement for part or all of gauging water, of type specifically recommended by latex additive manufacturer for use with job mixed Portland cement and aggregate and not containing a retarder. Latex Additive shall be Styrene butadiene rubber.

Water: Clean, free of materials detrimental to strength or bond of mortars.

2. MORTAR MIXES

General: Comply with manufacturers' instructions relative to mix proportions, mixing, equipment, mixing speeds, mixing containers, mixing time, and other procedures needed to produce setting-bed and joint materials of uniform quality and with optimum performance characteristics. Discard mortars and grout when they have reached their initial set.

Latex-Modified Portland cement Setting-bed Mortar: Proportion and mix Portland cement, aggregate, and latex additive for setting-bed to comply with directions of latex additive manufacturer and as necessary to produce stiff mixture with a moist surface when bed is ready to receive pavers.

Latex-Modified Portland cement Slurry Bond Coat: Proportion and mix Portland cement, aggregate, and latex additive for slurry bond coat to comply with directions of latex additive manufacturer.

3. GEOTEXTILE FABRIC

Geotextile fabric shall be Tensar "Geogrid BX1100" installed over compacted subgrade prior to installation of the graded aggregate base.

4. SAND RETENTION FABRIC

Mirafi 600X installed in locations as directed by the City Inspector.

5. AGGREGATE BASE COURSE

Graded Aggregate Base (GAB) shall meet ASTM D 2940 as modified by and in accordance with the Maryland State Highway Administration Standard Specifications for Construction and Materials section 903.03.

6. AGGREGATE SETTING BED MATERIALS

Sand for Leveling Course: Provide fine, sharp, hard, nonplastic aggregate complying with ASTM C 33. Furnish hard aggregate tested for degradation as follows and complying with the specified results:
Bedding Sand Degradation Test: Obtain 3 lbs. Samples of aggregate. Dry for 24 hours at 240 deg. F to 250 deg. F. Obtain 3 sub-samples, each weighing 0.5 lbs. By passing main sample several times through a riffle box. Perform a sieve analysis on each sub-sample in accordance with ASTM C 136 and record the results.

Remix each sub-sample and place in a nominal quart capacity porcelain jar with two 1-inch diameter steel ball bearings weighing 75 +- 5 grams each. Rotate jar at 50 rpm for 6 hours. Repeat the sieve analysis and record individual and average results.

Acceptable Results: For each sample tested, the maximum increase in percentages passing each sieve and maximum individual percent passing shall be as follows:

Sieve Size	Max. Increase	Max. Passing
No. 200	2%	2%
No. 100	5%	15%
No. 50	5%	35%

Sand for joints: Fine, sharp, hard masonry sand complying with ASTM C 144.

7. POLYMER ADHESIVE SETTING MATERIALS

For adhesive attachment of concrete unit pavers to cast-in-place concrete base, provide a one-part co-polymer rubber-based sealant as or equal to Pave Tech, Inc., "type 1 Flexible Paver and Retaining Wall Adhesive" that will cure to a firm rubber that will stretch and compress with joint movement.

8. FORMS FOR CONCRETE BASE WORK

Forms shall be steel, wood or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use sections that extend for the full depth of the pavement.

9. REINFORCING BARS

Deformed bars meeting ASTM A615, Grade 40.

10. CONCRETE

4000-PSI Concrete. Slump range 1-1/2 inch to 3 inches. Portland cement shall conform to ASTM C150, type I. Use type III when high early strength is desired.

11. EXPANSION JOINT MATERIAL

Free of bituminous compounds and meeting ASTM D1751 or flexible foam. Examples include Homosote Company, Homex 300 or W. R. Meadows, Ceramar, or approved equal.

12. SEALANT OVER JOINT FILLER

Shall be one of the following:

One part polyurethane, conforming to Federal Specification TT-S-230C, Type I, Class A. As manufactured by:

Mameco International, "Vulkum 45", gun grade, primer not required,
PRC, "6006"
Sonneborn, "SL-1"

Two-part polyurethane, conforming to Federal Specification TT-S-00227E, Type I, Class A. As manufactured by:

W. R. Grace, "Daraseal-U" with "2C" primer.
W. R. Meadows, "pourthane" with primer.
Sonneborn, "Sonolastic Paving Joint Sealant", with no. 733 primer.
Pecora, "Urexpan NR 200", with primer.

13. ADDITIVE FOR DARK GRAY CONCRETE

If required, shall be black iron oxide to match color of Type C-2 pavers. Color will vary according to wetness of mix; Davis Mineral Pigments can supply mix formula at 410-813-2800.

14. TOPSOIL

Topsoil shall be free of stones and lumps of clay. Topsoil shall have a minimum organic content of 3%. Topsoil may be salvaged from the original excavation subject to approval of the City Inspector.

PAVER INSTALLATION

1. SAMPLES FOR VERIFICATION

The City Inspector may require samples in full sized units of the various types, sizes, shapes and colors of pavers to be used be submitted to the City in advance of the Contractor placing the final order so that matching to existing pavers can be assured.

2. CERTIFIED TEST DATA FOR SAND LEVELING COURSE BEDDING

The City will require that the contractor submit a certification that the sand leveling/bedding material meets the requirements of this specification.

3. INSTALLER QUALIFICATIONS

The Contractor shall employ a qualified and experienced installer who has successfully completed unit paver installations similar in materials, design and nature of this project.

4. SINGLE SOURCE RESPONSIBILITY

Once a single source of supply is determined for each of the materials to be supplied for this project, the Contractor shall obtain said materials only from that source to assure consistency of color, size, and general quality of the various materials.

5. FIELD CONSTRUCTED MOCK-UPS

Prior to installation of new unit pavers for new streets or walks, the Contractor shall construct a field mock-up of each type, form or pattern of unit pavers required to verify selection made under sample submittals. Mock-ups shall be a minimum of 4 square feet (2'x2'). Build mock-ups using materials and same base construction including special features for expansion joints and contiguous work as indicated for the final unit of work. Maintain mock-up until approval is obtained from the City Inspector. Disapproved mock-ups shall be immediately removed from the site or destroyed on site.

6. PROTECTION OF UNIT PAVERS, AGGREGATE, MORTAR AND GROUT

Protect all unit pavers and aggregate bedding materials on site during storage and construction against wetting by rain, snow or ground water and against soiling or contamination from earth and other materials. Protect all mortar and grout materials from deterioration by moisture and temperature. Store all mortar and grout in a dry location or a waterproof container. Keep containers tightly closed and away from open flame. Protect liquid components from freezing.

7. COLD WEATHER CONDITIONS

Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing. When using Latex Modified Portland Cement Setting Beds, protect unit paver work against freezing when atmospheric temperature is 40 deg F (4 deg C) and falling. Heat materials and provide temperature protection of completed portions of unit paver work. Comply with the International Masonry All-Weather Councils "Guide Specification for Cold-Weather Masonry Construction," Section 04200, Article 3.

8. HOT WEATHER CONDITIONS

Protect unit paver work when temperature and humidity conditions produce excessive evaporation of setting beds. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F (38 deg C) and above.

9. AVAILABLE MANUFACTURERS

Subject to compliance with requirements, manufacturers offering products, which may be incorporated in the work, include but are not limited to the following:

Brick Pavers:	Glen-Gery Corporation
Concrete Pavers:	Balcon, Inc.
Latex-Portland Cement Mortars and Grouts:	American Olean Tile Co., Inc. Boardi Products Corp. Bostik Construction Products Div., Emhart Chemical Group. Custom Building Products. Laticrete International, Inc. L and M Mfg. Inc. Mapei Corp. Southern Grouts and Mortars, Inc. Summitville Tiles, Inc.
Polymer Adhesive:	Pave Tech, Inc. Sashco Sealants

10. EXAMINE EARTH SUBGRADE

Examine prepared and compacted subgrade indicated to receive unit pavers, with installer present, to for compliance with requirements for installation tolerances and other conditions affecting performance of the unit pavers. Do not proceed with installation until unsatisfactory conditions have been corrected. Earth subgrade must be stable, suitable material obtaining a minimum of 95% compaction per T-99-C method. Remove any loose, unstable or unsuitable material and replace with select backfill meeting the T-99-C compaction requirement.

11. GEOTEXTILE FABRIC AND GEOTEXTILE GRID

(Used in vehicular traffic areas only) Install over compacted subgrade for concrete unit paver installations in accordance with the manufacturers' printed instructions and recommendations. Extend fabric in new paving areas to a point 18" beyond face of curb or limits of concrete unit paver area.

12. INSTALLING AGGREGATE SUBGRADE

Place Graded Aggregate Base (GAB) in 6" lifts and thoroughly compact each lift to 98% as measured by T-99-C method. Examine prepared and compacted subgrade indicated to receive unit pavers with installer present to confirm compliance with requirements for installation tolerances and other conditions affecting performance of unit pavers. Do not proceed with installation until unsatisfactory conditions have been corrected.

13. INSTALLATION OF CONCRETE BASE
Confirm that subgrade is of acceptable material and has adequate compaction. Set steel or wood forms to proper line and grade. Provide adequate bracing to hold the forms securely in place with no lateral movement or displacement. Place reinforcing steel (re-bar) when and where required or directed to proper position. Do not let re-bar rest on soil subgrade. Use approved chairs or tie wires to hold re-bar in place. Control joints, when and where requires shall be saw cut to a depth of 1/3 (one-third) the depth of the concrete. This cutting should be done as soon as the concrete has achieved initial set and has enough strength to accept the cutting operation without damaging the concrete.

14. CONCRETE FINISHES
Concrete finishing shall be accomplished by either hand or power tools as necessary. Level of finishing will be as directed by the City Inspector based on the final position/use of the concrete. In general, the following steps will apply:

Floating: After initially striking off and consolidation of the concrete, smooth the surface by screening and floating. Adjust the floating to compact the surface and produce a uniform texture.

Leveling: After floating, test surfaces for trueness with a 10 ft. straight-edge. Distribute concrete as necessary to remove surface irregularities and re-float repaired areas to provide a smooth, continuous surface.

Edges: Work exposed edges of exposed slabs and construction joints with an edging tool and round to a ½" radius.

Final Finish: After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing. Provide a course, non-slip surface finish by scoring the surface with a stiff-bristled broom, running parallel with the general flow of traffic.

15. CONCRETE CURING
All concrete must be cured by either wet curing or membrane curing by use of a compound meeting requirements of ASTM C309, Type 1, containing a fugitive dye. Apply in two coats with a pressure sprayer at the rate of 200 sq. ft. per gal. Per coat. Apply second coat at right angles to first coat.

16. PROTECTION OF NEW CONCRETE
Protect all new concrete from pedestrian traffic for a minimum of 7 days and from vehicular traffic for a minimum of 14 days after placement.

17. PRE-INSTALLATION OF UNIT PAVERS
Prior to installing the actual unit pavers, remove all dirt, dust, debris, and loose particles from the installed bedding media immediately prior to installing the actual unit pavers.

18. INSTALLATION OF UNIT PAVERS
Do not use unit pavers with chips, cracks, voids, discoloration and other defects that might be visible or cause staining in the finished work.

19. CUTTING UNIT PAVERS
Unit pavers shall be cut with motor-driven masonry saw equipment to provide smooth, clean, sharp, unchipped edges. Cut units to provide pattern indicated or as directed by the City Inspector. Use full units without cutting where possible. Hammer cutting or cutting with a hydraulic machine is not acceptable.

20. JOINT TOLERANCES
Joint widths shall not exceed $1/16^{th}$ of an inch unit to unit offset from flush and a tolerance of 3/8 inches in 10 feet from level or slope as indicated for finished surface of paving.

21. MORTARLESS JOINT APPLICATIONS (Concrete Unit Pavers Over Compacted Sub-base) (new construction):
Apply sand leveling course over prepared, compacted aggregate base with a minimum thickness of 1-inch +- $1/8^{th}$ inch. Do not use sand to fill voids or deformations in the surface of the prepared base. Spread sand evenly over base and screed to required thickness. Install sand retention fabric over aggregate base in select locations where directed by the City Inspector prior to installing sand.

Place Unit Pavers carefully by hand in straight courses maintaining accurate alignment and uniform top surface. Ensure that pavers are free of foreign materials before placing. Do not disturb screeded sand or previously set pavers. Place sufficient sand to stay ahead of laid pavers.

Vibrate Pavers into sand using a low amplitude, high frequency plate vibrator, sized in accordance with the following:

Paver Thickness	Minimum Centrifugal Compaction Force
2-3/8”	3,000 lbs.
3-1/8”	5,000 lbs.

Joint Treatment: Place unit pavers with hand tight joints and fill joints with dry sand by sweeping over paved surface and vibrating until joints are filled, making at least two or three passes with the vibratory plate tamper as noted above. Do not vibrate within 3 feet of any unrestrained edges of paving units. Fully compact all paving surfaces to within 3 feet of any unrestrained edge with fully installed sand joints at the end of each workday.

Sweep off all excess sand and verify final elevation of pavers for compliance with requirements.

22. ADHESIVE APPLICATIONS (Concrete Unit Pavers Over Concrete Base) (New Construction):
Apply adhesive and install pavers in strict accordance with adhesive manufacturers printed installation instructions and recommendations. Install pavers either with hand tight, sand filled joints or dry mortar joints to match adjacent joints or as directed by the City Inspector.

23. MORTARED JOINT APPLICATIONS (Brick Unit Pavers Over Concrete Base) (New Construction):
Saturate Concrete Sub-base with clean water several hours before placing setting bed. Remove excess surface water about 1 hour before placing setting bed.

Apply cement paste slush coat over surface of concrete base about 15 minutes before placing setting bed. Limit area of slush coat to avoid its drying out prior to placing setting bed. Do not exceed 1/16-inch thickness for cement slush coat.

Apply mortar setting bed over cement paste slush coat immediately after the latter has been applied. Spread and screed setting bed to a uniform thickness at subgrade elevations required for accurate setting of brick to finished grade.

Mix and place only the amount of mortar setting bed that can be covered with pavers prior to initial set. Cut back, bevel edge, remove, and discard setting bed material that has reached initial set prior to placing pavers.

Wet pavers several hours before laying unless their initial rate of absorption (suction) when subjected to testing by method described in Section 9 of ASTM C 67 is less than ¾ oz. Per 30 sq. inches of immersed area. Do not lay pavers with free moisture on the surface.

Place pavers before initial set of cement occurs. Immediately prior to placing brick on green or wet setting bed, apply uniform 1/16-inch-thick slurry bond coat to bed or to back of each paver with a flat trowel just prior to placing it on the bed.

Tamp and beat pavers with a wooden block or rubber mallet to obtain full contact with setting bed and to bring finished surfaces within indicated tolerances. Set each paver in single operation prior to initial set of mortar; do not return to areas already set and disturb pavers for purposes of realigning finished surfaces or adjusting joints.

24. REPAIRING, CLEANING AND PROTECTION OF UNIT PAVERS
Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment to eliminate evidence of replacement. The Contractor shall take whatever precautions are deemed necessary and reasonable to protect all installed unit pavers from staining, damage, chipping or other damage until the City Inspector accepts the work.

25. CONCRETE CURB INSTALLATIONS

Set forms to proper line and grade. Construction joints shall be at 10'-0" on center or as directed. Saw cut construction joints to a minimum of 2" depth throughout the top, face and gutter surfaces. Seal the construction joint with a bituminous joint sealer as approved by the Maryland State Highway Specifications. Expansion joints shall be placed at every PT, PC, and storm drain inlet face with a minimum of one for every 100 lineal feet of curb. If the curb being installed is equal to or less than 30 linear feet in length between sections of existing curb, only one expansion joint is required, but all construction joints must be sealed.

26. TOPSOIL, SEED, MULCH OR SOD PLACEMENT

Place topsoil to a loose depth of 4". Compact by tamping thoroughly with a hand or small vibratory plate tamper. All topsoil, seed, mulch and sodding shall be in compliance with the State Highway Administration, "Standard Specifications for Construction and Material

DESCRIPTION OF PAY ITEMS

PAY ITEM NO. 1 – REMOVE EXISTING TEMPORARY ASPHALT REPAIRS OR PATCHES

This item includes all labor, materials, tools, equipment, supplies, appurtenances, supervision etc. required to remove and legally dispose of existing asphalt patches that are placed to temporarily correct tripping hazards and/or depressions that have occurred in either sidewalks or streets. This item "unit price" will be paid for by the actual square yardage of existing temporary asphalt to be removed and as measured by the City inspector. The typical depth of asphalt will vary but generally will be between ½" and 2 inches. Unit cost – per Square Yard (SY).

PAY ITEM NO. 2 - REMOVE, RE-GRADE, AND REPLACE EXISTING BRICK OR BRICK PAVERS

This item is to re-establish existing grade and/or cross-section and includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. to remove existing pavers, adjust existing sub-grade, refill and/or re-grade to bring the affected area back into the proper slope and/or cross-section, compact sub-grade with a "jumping jack" type tamper, install 1" sand/mortar bedding material, replace existing pavers and dry mortar or sand joints as specified or directed. Unit cost – per Square Yard (SY).

PAY ITEM NO. 3 - REMOVE AND DISPOSE OF EXISTING CONCRETE OR ASPHALT SIDEWALKS

This item includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. necessary to remove existing asphalt or concrete sidewalks (average of 4" to 5" thickness), and the sidewalk portions of driveway aprons (average 7" to 9" thickness), dispose of properly and legally off-site. This will also include excavation, re-grading, replacement or otherwise adjusting the existing sub-grade for a depth of up to 3" and re-compacting that sub-grade. Unit cost – per Square Yard (SY).

PAY ITEM NO. 4 - REMOVE AND DISPOSE OF EXISTING UNIT PAVERS

This item includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. necessary to remove and legally dispose of existing unit pavers that are damaged, cracked or otherwise are no longer serviceable or needed. Unit cost – per Square Yard (SY).

PAY ITEM NO. 5 - REMOVE AND DISPOSE OF UNSUITABLE EARTH MATERIAL

This item includes all labor, materials, equipment, tools, and supervision necessary to excavate, transport and legally dispose of existing sub-grade materials deemed unsuitable by the City Inspector. The cost shall include any traffic control, protection of existing and/or adjacent surfaces and clean up. Unit cost – per Cubic Yard (CY).

PAY ITEM NO. 6 - FURNISH AND INSTALL GRADED AGGREGATE BASE (GAB)

This item includes all labor, materials, equipment, tools, supplies, appurtenances, supervision, etc. to place base materials for paver installation. This item also includes excavation and disposal of existing material, and fine grading and compaction of installed base material in 6" lifts to 95% compaction by ASTM T-99-C. Unit Cost – per Ton

PAY ITEM NO. 7 - FURNISH AND INSTALL MISCELLANEOUS CONCRETE FOR CURBS, SIDEWALK RAMPS OR DRIVEWAY APRONS

This item includes all labor, materials, equipment, tools, and supervision necessary to provide and place Portland cement concrete as specified in the contract documents or as specified by the City inspector. This item covers any "finished" and exposed concrete. Unit cost – per Cubic Yard (CY).

PAY ITEM NO. 8 – FURNISH AND INSTALL "UNFINISHED" CONCRETE SLAB
This item is for the installation of concrete of varying thickness as a base for paver installation or for retaining wall foundations. Include all materials, labor, equipment, supplies, tools, appurtenances and supervision necessary to supply, place and float concrete to a moderately smooth and even surface upon which bedding sand will be placed. Unit cost – per Cubic Yard (CY).

PAY ITEM NO. 9 - FURNISH AND INSTALL SELECT EARTH BACKFILL
This Item includes all labor, materials, equipment, tools, and supervision necessary to place and compact select earth backfill material as specified in the Maryland State Highway Admin., Standard Specifications for Construction and Materials", Sections 203 and 916. Unit cost – per Cubic Yard (CY).

PAY ITEM NO. 10 - FURNISH AND INSTALL AMERIGRID EL130-660
This item includes all labor, materials, tools, equipment, transportation, and supervision necessary to provide and install the specified material per the manufacturer's instructions or as directed by the City Inspector. Unit cost – per Square Yard (SY).

PAY ITEM NO. 11-A AND 11-B - FURNISH AND INSTALL NEW 2" (11-A) AND 3" (11-B) UNIT PAVERS
These items include all labor, materials, equipment, tools, appurtenances, supervision, etc. to furnish and install new 2" (nominal thickness) and 3" (nominal thickness) unit pavers, dry mortar joints, sand joints, and sand/mortar setting bed. These items must also include minor re-grading of existing sub-grade, fiberglass or plastic edging material, and re-establishing proper line, grade and cross-section. Unit cost – per Square Yard (SY).

PAY ITEM NO. 12 - FURNISH AND INSTALL MIRAFI 600X SAND RETENTION FABRIC
Include all labor, materials, equipment, tools, and supervision necessary to install, under the sand bedding, the specified material in accordance with the manufacturer's specifications or as directed by the City Inspector. Unit cost – per Square Yard (SY).

PAY ITEM NO. 13 – FURNISH AND INSTALL SEED AND MULCH
In general, all restoration shall be incidental to the unit cost bid for the various pay items listed in the bid form. This pay item is to be used only at the direction of the City Inspector and only when authorized in advance in writing.

The following specification applies to all seeding restoration, whether incidental or as directed by the City.

The Contractor shall furnish all labor, equipment, supervision and materials necessary for restoring and seeding disturbed areas as directed by the City Inspector. All ruts and disturbed area shall be filled in and property graded, seeded and mulched.

Permanent seed mix shall meet the MDSHA requirements for Turfgrass, section 705 Standard Specifications for Construction and Materials

All seed is to be certified. The seed shall be applied at a rate of 10-lbs. minimum per 1000 square feet. All seed shall have a minimum purity of 95%, minimum germination of 90%. A maximum other crop content of 0.1 % and maximum weed content of 0.1 %.

The City reserves the right to have the existing or placed topsoil tested for soil amendments as necessary or needed. In lieu of soils testing, Organic Fertilizer (5-3-4) shall be applied at the rate of 1 lb. Per 50 sq. ft.

Seed bed preparation must be accomplished by either manual or mechanical means. Loosen all soil to a depth of 3-inches and remove all stone and rock greater than ¾-inch in diameter. Seed must be evenly distributed and to a depth of no more than ¼-inch. Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #30.

The organic fertilizer must be 100% organic based fertilizer, free of synthetic materials. The fertilizer must be derived of fish by-products, cottonseed meal, alfalfa meal, feather meal, rock phosphate, kelp meal, cocoa meal, blood meal, dried whey, natural nitrate of soda, natural sulfate of potash, and magnesium sulfate.

Guaranteed Analysis:

Total Nitrogen (N)	5.0%
Water Soluble Nitrogen	1.5%
Water Insoluble Nitrogen	3.5%
Available Phosphate (P2O2)	3.0%
Soluble Potash (K2O)	4.0%

The fertilizer must be granular, free flowing and suitable for application with approved equipment. Fertilizer must be delivered to the site, fully labeled in accordance with Maryland State Law and must bear the name, trade-mark or trade name and warranty of the producer. Fertilizer application shall be an incidental cost to the unit pricing for the various seed mix applications.

Soil Stabilization (Mulch) matting shall be **Curlex Net Free 0.50 lbs./s.y.** Soil Stabilization Matting must be bio-degradable within 12 months and placed and "pinned" immediately after placement of the seed but in no case, more than 24 hours after seed placement. Matting and pinning shall be incidental to the cost of the seed bid item.

Initial watering shall be completed immediately after placement of the soil stabilization matting. Follow-up watering shall be made at the Inspectors direction. 95% germination of seed is required. The cost of all watering shall be incidental.

Any areas outside the specified work areas, where the vegetation has been accidentally destroyed and/or the ground disturbed by the Contractor (tire ruts and more), shall be restored by the Contractor as described above at the Contractor's expense.

PAY ITEM NO. 14 – RESTORATION (WHEN DIRECTED) – SOD INSTALLATION

In general, all restoration shall be incidental to the unit price bid for the various pay items listed in the bid form.
Sod shall be installed from March 1 to May 31 and from September 1 and December 15 only. Do not place sod on frozen subgrade.
Sod shall be machine cut, with a uniform thickness of from ¾-inch +- ¼-inch, excluding top growth and thatch. Sod shall be strong enough to support its own weight when lifted by ends. Sod type should match existing grass growth.

Loosen subsoil to a depth of 6-inches. Remove objectionable material such as stones, clods, brush, roots and trash from the top 4-inches of soil. Screened topsoil may be placed at the sole discretion of the City Inspector. Screened topsoil, when directed by the City, will be installed and paid under Pay Item #30.

Sod should be delivered within 24-hours of cutting and installed within 36 hours of cutting. Place sod panels in neat rows, stager joints and generally place along the contour.

Contractor will water sod as needed to assure its viability

Sod placed under this pay item shall be at the written direction of the City. Sod placed by the contractor at their convenience will be considered incidental to the work. Furnish and install sod, complete, in-place, per WSSC Specification section 02920. Unit cost – per Square Yard (SY)

PAY ITEM NO. 15 - FURNISH AND INSTALL, MAINTAIN, AND ADJUST INLET PROTECTION

This item includes all labor, material, transportation, supervision, tools, equipment, and appurtenances as needed to (see details contained in specifications) furnish, install, maintain, and adjust inlet protection for storm drain inlets including removal per the Inspector's approval at the end of the project. Unit cost – Each

PAY ITEM NO. 16 – FURNISH AND INSTALL SCREENED TOPSOIL

Furnish and install screened, natural topsoil, including all sub-grade preparation, placement, spreading, surface preparation in accordance with MDSHA specifications, section 701 and section 920.01.02 or as directed. Payment is by delivery tickets signed and accepted by the City Inspector. Payment is by the TON.

PAY IEM NO. 17 and 18 – FURNISH AND INSTALL JOINTING SAND

These items include all sand materials as specified, all labor, equipment, tools, supervision, etc., to spread and broom sand into existing paver joints as directed by the inspector in the field. This item is not intended to finish new pavers being set in item 11 or existing pavers being reset in item 2 above. The Bidder is to provide a price for areas under 100 Square Yards and for areas over 100 square yards. Unit cost – per Square Yard (SY).

PAY ITEM NO. 19 – SAW CUTTING

Provide all labor, supervision, equipment, tools and appurtenances to neatly saw cut existing asphalt or concrete surfaces as described in these specifications. Unit cost – per Linear Foot (LF).

PAY ITEM NO. 20 – REMOVE AND RE-INSTALL GRANITE CURB

Provide all labor, supervision, equipment, machinery, tools and appurtenances required to remove and re-install existing granite curb sections to re-establish original grade. This item includes the careful removal and replacement of adjacent brick pavers, existing concrete and/or asphalt surfaces as necessary to remove and re-install granite curb sections to re-establish areas that have settled or broken to a point that the existing granite sections are dangerous or hazardous to either pedestrian or vehicular traffic. Unit cost – per Linear Foot (LF).

PAY ITEM NO. 21 – EXISTING BRICK RETAINING WALLS

Remove, dispose and replace existing brick o

n retaining walls. This item is generally used to make minor, small area repairs to existing walls. New retaining walls are generally unit block masonry walls as noted below. Large scale replacement of existing brick walls will be negotiated based on existing conditions. Price per square foot of vertical face (S.F.V.F.)

INVITATION FOR BIDS #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

SECTION V: BID PRICING FORM

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.

PRICING SHEETS IN SEPARATE DOCUMENTS

GRAND TOTAL IN WORDS Two Million Four Hundred Seventy Thousand Three Hundred Forty Dollars and Zero Cents

($ 2,470,340.00)

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.
None

Presented by:
A J Romano Construction, Inc.

COMPLETE AND RETURN WITH BID

SECTION VI: REQUIRED FORMS

ATTACHMENT A

AFFIDAVIT

I hereby affirm that: I am the President and the duly authorized representative of the firm of A J Romano Construction, Inc. whose address is 11071-A Guilford Rd. Annapolis Junction, MD 20701

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 Antonio J Romano, President

Date 2-26-2026

ATTACHMENT B

INVITATION FOR BID #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

CITY OF ROCKVILLE BIDDER REFERENCE FORM

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 performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. 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.

1. Company Name: City of Rockville

Address: 111 Maryland Avenue, Rockville, MD 20850

Contact Person: Michael R. Hershelman Current phone #: 240-314-8543

Email Address: mhershelman@rockvillemd.gov

Contract Amount: $5,000,000.00 Name of your project supervisor: Ken Brink

Description of Work Performed: Construction, Repair & Maintenance of Concrete Sidewalks, Curbs, Driveway Aprons, & Misc Constr.: roadways, paved trails & parking areas; Storm Water Mgmnt & Storm Drain Pipelines & Incidentals

2. Company Name: MDOT - SHA - District 3

Address: 9300 Kenilworth Ave. Greenbelt, MD 20770

Contact Person: REC Erik Anderson Current phone #: 856-651-8746

Email Address: eanderson1.consultant@mdot.maryland.gov

Contract Amount: $3,800,000.00 Name of your project supervisor: Daniel Liden

Description of Work Performed: MD 223 (Woodyard Rd) from 1000' South of Victoria Dr to 265' North of Sherwood Dr. Safety & Spot Improvement

3. Company Name: City of Cumberland - Triton Construction, Inc.

Address: 57 N. Liberty Street, Cumberland, Maryland 21502

Contact Person: Justin Koers, Project Manager Current phone #: 585-356-2081

Email Address: justin.koers@tritonwv.com

Contract Amount: $3,100,000.00 Name of your project supervisor: Justin Koers

Description of Work Performed: Baltimore Street Access Project
The purpose of this project is the reopening of Baltimore Street to one-way vehicular traffic from Mechanic Street to George Street. It consists of landscaping improvements, lighting improvements, new street furniture, utility main replacements and relocations, and the reconstruction of two parklets.

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1)_____ _____a (2)_____ hereinafter called "Principal" and (3)_____ of_____ , State of_____hereinafter called the "Surety", are held and firmly bound unto (4) The Mayor and Council of Rockville, Maryland, hereinafter called "Owner", in the penal sum of *(100% of Contract Amount)* _____ Dollars ($)_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of_____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of: _____IFB #_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

CONTRACT PERFORMANCE BOND PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IT WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the day of_____, 20___.

	_____
ATTEST:	Principal
_____	By_____(Seal)
Corporate Secretary or Asst. Secretary	President or Vice President
_____	_____
(Print or Type Name and Title)	(Print or Type Name and Title)
	_____
	(Address)
	_____
ATTEST:	Surety
_____	By_____(Seal)
Witness as to Surety	Attorney-in-Fact
_____	_____
(Print or Type Name and Title)	(Print or Type Name)
_____	_____
(Address)	(Address)

NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual
(3) Name of Surety
(4) Name of Owner
(5) If Contract is Partnership, all partners should execute bond

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1)_____

_____ a (2)_____

hereinafter called "Principal" and (3)_____

of_____, State of _____hereinafter called the "Surety", are held and firmly bound unto (4) The Mayor and Council, of Rockville, Maryland , hereinafter called "Owner", in the penal sum of *(100% of Contract Amount)* NO CENTS Dollars ($) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the_____day of_____20____, a copy of which is hereto attached and made a part hereof for the construction of:_____IFB #_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contact or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contact or to the work or to the specifications

.

CONTRACT PAYMENT BOND PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of_____ 20__.

ATTEST:

_____
Corporate Secretary or Asst. Secretary

_____
(Print or Type Name and Title)

_____
Principal

By_____(Seal)
President or Vice President

_____
(Print or Type Name and Title)

_____
(Address)

ATTEST:

_____
Witness as to Surety

_____
(Print or Type Name and Title)

_____
(Address)

_____
Surety

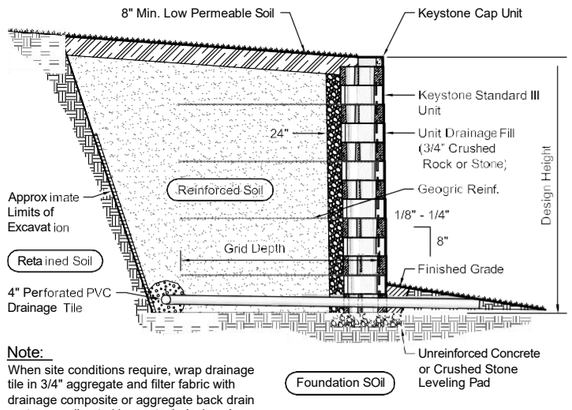
By_____(Seal)
Attorney-in-Fact

_____
(Print or Type Name)

_____
(Address)

NOTE: Date of Bond must not be prior to date of Contract.

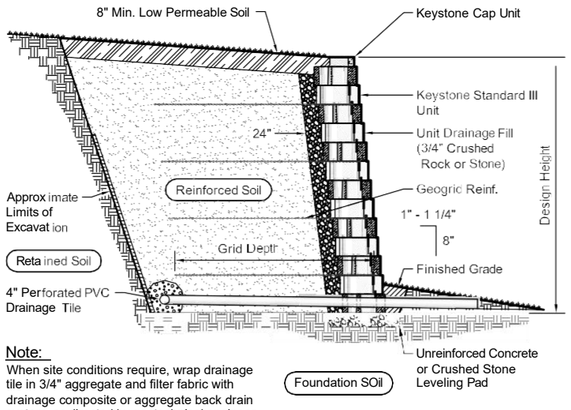
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual
(3) Name of Surety
(4) Name of Owner
(5) If Contract is Partnership, all partners should execute bond



Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

Typical Reinforced Wall Section

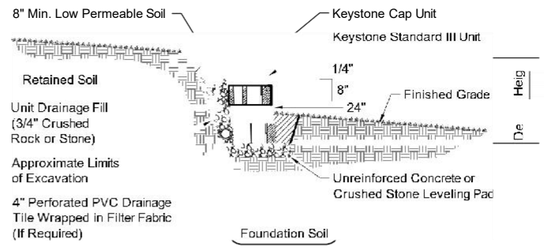
Standard III Unit - Near Vertical Setback



Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

Typical Reinforced Wall Section

Standard III Unit - 1" Setback



Typical Gravity Wall Section

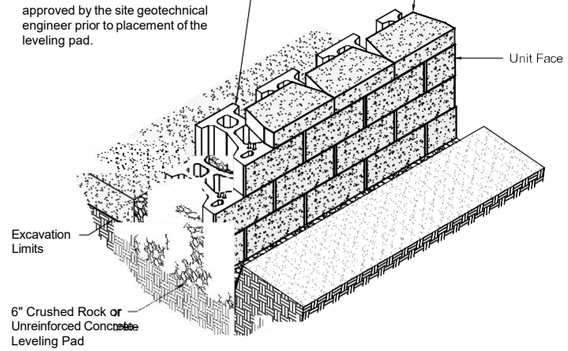
Standard III Unit - 1" Setback

Base Leveling Pad Notes:

1. The leveling pad is to be constructed of crushed stone or 2,000 psi+ unreinforced concrete
2. The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.

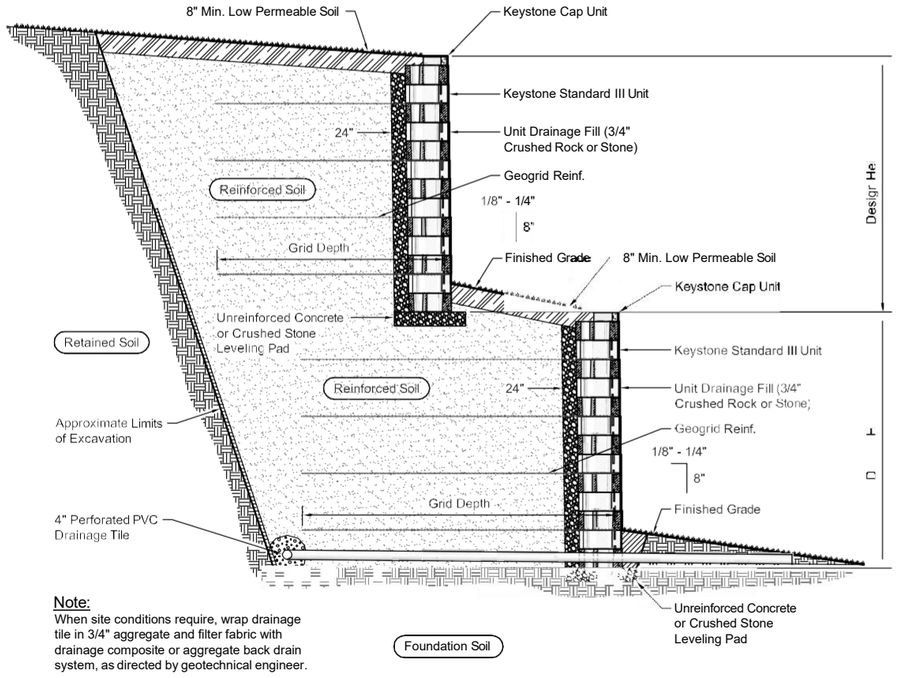
Standard III Unit	
Width:	18"
*Depth:	18"
Height:	8"
*Weight:	89 lbs

Cap Unit	
Width:	18"
*Depth:	10 1/2"
Height:	4"
*Weight:	50 lbs



Standard III Unit/Base Pad Isometric Section View

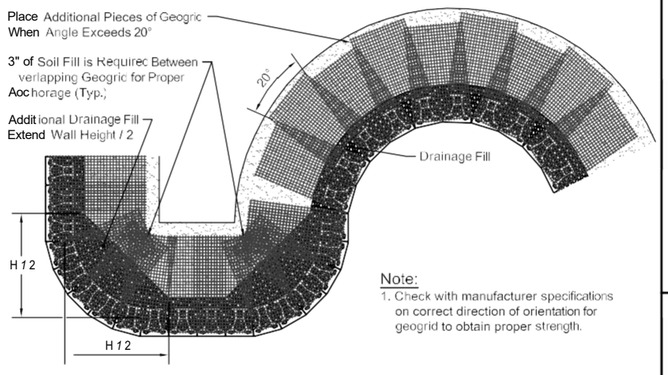
* Dimensions & Weight May Vary by Region



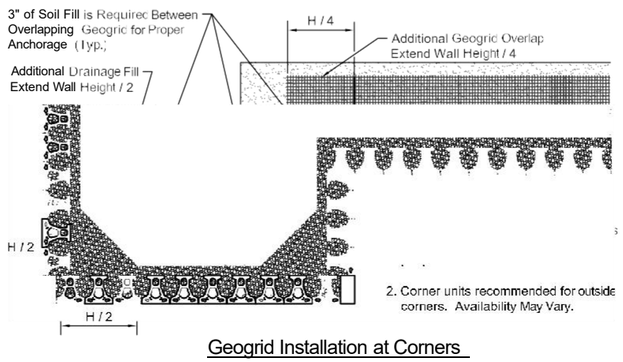
Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

Typical Reinforced Tiered Wall Section

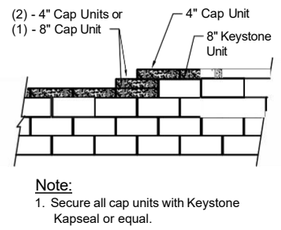
Standard III Unit - Near Vertical Setback



Geogrid Installation on Curves

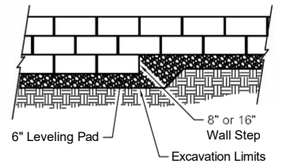


Geogrid Installation at Corners



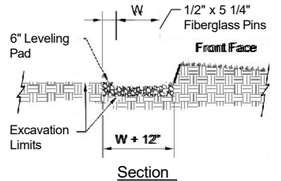
Note:
1. Secure all cap units with Keystone Kapseal or equal.

Top of Wall Steps



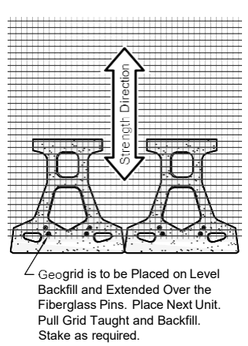
Elevation

Note:
1. The leveling pad is to be constructed of crushed stone or 2000 psi + unreinforced concrete.

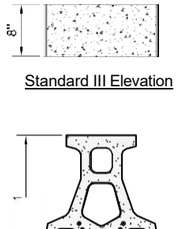


Section

Leveling Pad Detail



Grid & Pin Connection

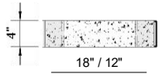


Standard III Elevation

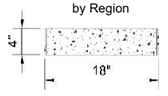
Standard III Plan

Standard III Unit

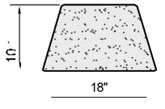
* Dimensions May Vary by Region



Cap Unit Elevation



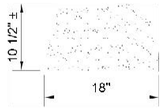
Cap Unit Elevation



Cap Unit Plan

Universal Cap Unit Option

* Dimensions & Availability Will Vary by Region



Cap Unit Plan

Straight Split Cap Unit Option

* Dimensions & Availability Will Vary by Region

Copyright 2012 Keystone Retaining Wall Systems

Design is for internal stability of the KEYSTONE wall structure only. External stability, including but not limited to foundation and slope stability is the responsibility of the Owner. The design is based on the assumption that the materials within the retained mass, methods of construction, and quality of materials conform to KEYSTONE's specification for this project.

This drawing is being furnished for this specific project only. Any party accepting this document does so in confidence and agrees that it shall not be duplicated in whole or in part, nor disclosed to others without the consent of Keystone Retaining Wall Systems, Inc.

No.	Date	Revision	By

4444 W 78th Street
Minneapolis, MN 55435
952-897-1040

Designed By: RKM	Title: Standard III Unit 18 - Straight Face Details	Date:
Checked By: CDM	Project: Keystone Retaining Wall Systems Typical Wall Details	Project No:
Scale: No Scae		Drawing No:

Keystone Concrete Retaining Wall

Part 1: GENERAL

1.01 Description

A. Work shall consist of designing, furnishing and construction of a KEYSTONE Standard III unit retaining wall system in accordance with these specifications and in reasonably close conformity with the lines, grades, design and dimensions shown on the plans. No alternate wall systems will be considered.

B. Work includes preparing foundation soil, furnishing and installing leveling pad, unit facing system, unit drainage fill and reinforced backfill to the lines and grades shown on the construction drawings.

C. Work incudes furnishing and installing geogrid soil reinforcement of the type, size, location and lengths designated on the construction drawings.

1.02 Related Sections

A. Section 31 00 00 – Earthwork

1.03 Reference Documents

A. American Association of State Highway and Transportation Officials (AASHTO)

1. AASHTO M 252 Corrugated Polyethylene Drainage Pipe
2. AASHTO M 288 Geotextile Specification for Highway Applications

B. American Society for Testing and Materials (ASTM)

1. ASTM C140 Sampling and Testing Concrete Masonry Units
2. ASTM C1372 Specification for Dry-Cast Segmental Retaining Wall Units
3. ASTM D442 Particle Size Analysis of Soils
4. ASTM D698 Laboratory Compaction Characteristics of Soil – Standard Effort
5. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil In Place by the Sand Cone Method
6. ASTM D1557 Laboratory Compaction Characteristics of Soil – Modified Effort
7. ASTM D2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
8. ASTM D2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
9. ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer pipe and Fittings
10. ASTM D4318 Liquid Limit, Plastic Limit and Plasticity Index of Soils
11. ASTM D4475 Horizontal Shear Strength of Pultruded Reinforced Plastic Rods
12. ASTM D4476 Flexural Properties of Fiber Reinforced Pultruded Plastic Rods
13. ASTM D4595 Standard Test Method for Tensile Properties of Geotextiles by Wide-Width Strip Method
14. ASTM D4873 Standard Guide for Identification, Storage and Handling of Geosynthetics
15. ASTM D5262 Standard Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics
16. ASTM D5321 Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method
17. ASTM D5818 Standard Practice for Obtaining Samples of Geosynthetics from a Test Section for Assessment of Installation Damage

18. ASTM D6637 Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Method
19. ASTM D6638 Standard Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units
20. ASTM D6706 Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil
21. ASTM D6916 Standard Test Method for Determining the Shear Strength Between Segmental Concrete Units

C. National Concrete Masonry Association (NCMA)

1. NCMA SRWU-1 Test Method for Determining Connection Strength of SRW
2. NCMA SRWU-2 Test Method for Determining Shear Strength of SRW

1.04 Definitions

A. Standard III Unit – a dry-stacked concrete retaining wall unit machine made from Portland cement, water, aggregates, manufactured by a licensed manufacturer of Keystone.

B. Structural Geogrid – a polymeric material formed by a regular network of connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock or earth and function primarily as reinforcement.

C. Unit Drainage Fill – drainage aggregate that is placed within and immediately behind the Keystone concrete units.

D. Reinforced Backfill – compacted soil that is placed within the reinforced soil volume as outlined on the plans.

E. Retained Soil – the soil mass behind the reinforced backfill.

F. Foundation Soil – the soil mass below the leveling pad and reinforced backfill.

G. Leveling Pad – crushed stone, sand and gravel or unreinforced concrete material placed to provide a level surface for placement of the Keystone concrete units.

H. Geosynthetic Reinforcement – polymeric material designed specifically for soil reinforcement.

1.05 Submittals and Certification

A. Contractor shall submit a Manufacturer's certification, prior to the start of work, that the retaining wall system components meet the requirements of this specification and the structure design.

B. Contractor shall submit construction drawings and design calculations for the retaining wall system prepared and stamped by a Professional Engineer registered in the state of the project.

1.06 Quality Assurance

A. Contractor shall submit a list of five (5) previously constructed projects of similar size and magnitude by the wall installer where the Standard or Compac retaining wall system has been constructed successfully. Contact names and phone numbers shall be listed for each project.

B. Contractor shall provide evidence that the design engineer has a minimum of five years documented experience in the design of reinforced soil structures. The design engineer shall

provide proof of current professional liability insurance with an aggregate coverage limit of not less than $2,000,000.

C. Owner shall/may provide quality assurance inspection and testing during earthwork and wall construction operations. Contractor shall provide all quality control testing and inspection not provided by the owner. Owner's quality assurance program does not relieve the contractor of responsibility for quality control and wall performance.

1.07 Delivery Handling and Storage

A. Contractor shall check all materials upon delivery to assure that the proper type, grade, color, and certification have been received.

B. Contractor shall protect all materials from damage due to jobsite conditions and in accordance with manufacturer's recommendations. Damaged materials shall not be incorporated into the work.

PART 2: PRODUCTS

2.01 Keystone Concrete Retaining Wall Units

A. Standard III retaining wall units shall conform to the following architectural requirements

1. Face color - concrete gray, unless otherwise specified. The Owner may specify standard manufacturers' color.
2. Tri-plane or Straight Face finish - hard split in angular tri-plane or straight face configuration. Other face finishes will not be allowed without written approval of Owner.
3. Bond configuration - running with bonds nominally located at midpoint in vertically adjacent units.
4. Exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 20 feet (6 m) under diffused lighting.

B. Keystone concrete units shall conform to the requirements of ASTM C1372 - Standard Specifications for Segmental Retaining Wall Units.

C. Keystone concrete units shall conform to the following structural and geometric requirements measured in accordance with ASTM C140 Sampling and Testing Concrete Masonry Units:

1. Compressive strength: ≥ 3000 psi (21 MPa).
2. Absorption: ≤ 8 % for standard weight aggregates.
3. Dimensional tolerances: ± 1/8" (3 mm) from nominal unit dimensions not including rough split face.
4. Unit Size: 8" (203 mm) (H) x 18" (457 mm) (W) x 18 to 21.5" (457 to 546 mm)(D) minimum.

D. Keystone concrete units shall conform to the following constructability requirements:

1. Vertical setback: 1/8 inch (3 mm) ± per course (near vertical) or 1 1/8 inch (28 mm) + per course, per the design.
2. Alignment and grid attachment mechanism - fiberglass pins, two per unit.
3. Maximum horizontal gap between erected units shall be ≤ 1/2 inch (13 mm).

2.02 Shear and Reinforcement Pin Connectors

A. Shear and reinforcement pin connectors shall be 1/2-inch (12 mm) diameter thermoset isopthalic polyester resin pultruded fiberglass reinforcement rods to provide connection between vertically and horizontally adjacent units and geosynthetic reinforcement, with the following requirements:

1. Flexural Strength in accordance with ASTM D4476: 128,000 psi (882 MPa) minimum.
2. Short Beam Shear in accordance with ASTM D4475: 6,400 psi (44 MPa) minimum.

B. Shear and reinforcement pin connectors shall be capable of holding the geogrid in the proper design position during grid pre-tensioning and backfilling.

2.03 Base Leveling Pad Material

A. Material shall consist of a compacted crushed stone base, sand and gravel or unreinforced concrete, as shown on the construction drawings.

2.04 Unit Drainage Fill

A. Unit drainage fill shall consist of clean 1 inch (25 mm) minus crushed stone or crushed gravel meeting the following gradation tested in accordance with ASTM D-422:

Sieve Size	Percent Passing
1 inch (25 mm)	100
3/4-inch (19mm)	75 – 100
No. 4 (4.75 mm)	0 – 10
No. 50 (300 um)	0 - 5

B. Drainage fill shall be placed within the cores of, between, and behind the units as indicated on the design drawings. Not less than 1.2 cubic foot (0.033 m^3), of drainage fill shall be used for each square foot (0.093 m^2) of wall face unless otherwise specified.

2.05 Reinforced Backfill

A. Reinforced backfill shall be free of debris and meet the following gradation tested in accordance with ASTM D-422:

Sieve Size	Percent Passing
1 1/2 inch (38 mm)	100
3/4-inch (19 mm)	75 – 100
No. 40 (425 um)	0 – 60
No. 200 (75 um)	0 – 35

Plasticity Index (PI) < 15 and Liquid Limit < 40, per ASTM D4318

B. The maximum aggregate size shall be limited to 3/4 inch (19 mm) unless installation damage tests have been performed to evaluate potential strength reductions to the geogrid design due to increased installation damage during construction.

C. Material can be site-excavated soils where the above requirements can be met. Soils not meeting the above criteria, including highly plastic clays and organic soils, shall not be used in the backfill or reinforced backfill soil mass.

D. Contractor shall submit reinforced fill sample and laboratory test results to the Architect/Engineer for approval, prior to the use of any proposed reinforced backfill material.

2.06 Geogrid Soil Reinforcement

A. Geosynthetic reinforcement shall consist of geogrids manufactured for soil reinforcement applications and shall be manufactured from high tenacity polyester yarn or high density polyethylene. Polyester geogrid shall be made from high tenacity polyester filament yarn with a molecular weight exceeded 25,000 g/m and with a carboxyl end group value less than 30. Polyester geogrid shall be coated with an impregnated PVC coating that resists peeling, cracking and stripping.

B. Ta – Long Term Allowable Tensile Design Load. Ta of the geogrid material shall be determined as follows: Ta = Tult/(RFcr * RFd * RFid * FS). Ta shall be evaluated based on a 75 year design life.

1. Tult – Short Term Ultimate Tensile Strength. Tult shall be determined in accordance with ASTM D4595 or ASTM D6637. Tult is based on the minimum average roll values (MARV).

2. RFcr – Reduction Factor for Long Term Tension Creep. RFcr shall be determined from 10,000 hour creep testing performed in accordance with ASTM D5262. RFcr = 1.45 minimum.

3. RFd – Reduction Factor for Durability. RFd shall be determined from polymer specific durability testing covering the range of expected soil environments. RFd = 1.10 minimum.

4. RFid – Reduction Factor for Installation Damage. RFid shall be determined from product specific construction damage testing performed in accordance with ASTM D5818. Test results shall be provided for each product to be used with project specific or more severe soil types. RFid = 1.05 minimum.

5. FS – Overall Design Factor of Safety. FS hall be 1.5 unless noted for the maximum allowable working stress calculation.

C. The maximum design tensile load of the geogrid shall not exceed the laboratory tested ultimate strength of the geogrid/facing unit connection divided by a factor of safety of 1.5. The connection strength testing and computation procedures shall be in accordance with ASTM D6638 Connection Strength between Geosynthetic Reinforcement and Segmental Concrete Units or NCMA SRWU-1.

D. Ci – Coefficient of Soil Interaction. Ci values shall be determined per ASTM D6706 at a maximum 0.75 inch (19 mm) displacement.

E. The geogrid manufacturer shall have a Manufacturing Quality Control program that includes QC testing by an independent laboratory. The QC testing shall include Tensile Strength testing, Melt Flow Index testing for HDPE geogrids and Molecular Weight testing for polyester geogrids.

2.07 Drainage Pipe

A. If required, drainage pipe shall be perforated or slotted PVC pipe manufactured in accordance with ASTM D3034 or corrugated HDPE pipe manufactured in accordance with AASHTO M252.

2.08 Geotextile Filter Fabric

A. When required, geotextile filter fabric shall be a needle-punched nonwoven fabric that meets the requirements of AASHTO M288.

PART 3: EXECUTION

3.01 Excavation

A. Contractor shall excavate to the lines and grades shown on the construction drawings. The Owner or Contractors QA/QC representative shall inspect the excavation and test the foundation soils and approve prior to placement of the leveling pad material or fill soils. Any over-excavation required to remove unsuitable soils shall be oversized from the front of the leveling pad and back of the geogrid reinforcement.

B. Over-excavation and replacement of unsuitable soils and replacement with approved compacted fill will be compensated as agreed upon with the Owner.

3.02 Base Leveling Pad

A. Leveling pad material shall be placed to the lines and grades shown on the construction drawings to a minimum thickness of 6 inches (150 mm) and extend laterally a minimum of 6 inches in front and behind the Keystone wall unit.

B. Soil leveling pad materials shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557.

C. Leveling pad shall be prepared to insure full contact with the base surface of the concrete units.

3.03 Keystone Unit Installation

A. First course of units shall be placed on the leveling pad at the appropriate line and grade. Alignment and level shall be checked in all directions and insure that all units are in full contact with the base and properly seated.

B. Place the front of units side-by-side. Do not leave gaps between adjacent units. Layout of corners and curves shall be in accordance with manufacturer’s recommendations.

C. Install shear/connecting pins per manufacturer’s recommendations.

D. Place and compact drainage fill within and behind wall units. Place and compact reinforced backfill soil behind drainage fill.

E. Maximum stacked vertical height of wall units, prior to drainage fill and backfill placement and compaction, shall not exceed two courses.

3.04 Structural Geogrid Installation

A. Geogrid shall be installed with the highest strength direction perpendicular to the wall alignment.

B. Geogrid reinforcement shall be placed at the strengths, lengths and elevations shown on the construction drawings, or as directed by the engineer.

C. The geogrid shall be laid horizontally on compacted backfill and attached to the Keystone wall unit pins and within 1 inch of the face of the units. Place the next course of Keystone units over the geogrid. The geogrid shall be pulled taut and anchored prior to backfill placement on the geogrid.

D. Geogrid reinforcements shall be continuous throughout their embedment lengths and placed side-by-side to provide 100% coverage at each level. Spliced connections between shorter pieces of geogrid or gaps greater than 2 inches between adjacent pieces of geogrid are not permitted.

3.05 Reinforced Backfill Placement

A. Reinforced backfill shall be placed, spread and compacted in such a manner that minimizes the development of slack in the geogrid and installation damage to the geogrid.

B. Reinforced backfill shall be placed and compacted in lifts not to exceed 6 inches (150 mm) where hand operated compaction equipment is used, or 8 – 10 inches (200 to 250 mm) where heavy compaction equipment is used. Lift thickness shall be decreased to achieve the required density, as needed.

C. Reinforced backfill shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557. The moisture content of the reinforced backfill material during compaction shall be uniformly distributed throughout each layer and shall be dry of optimum by 0 to 3 percentage points of moisture.

D. Only hand operated compaction equipment shall be allowed within 3 feet (1 M) from the back of the Keystone concrete units.

E. Tracked construction equipment shall not be operated directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches (150 mm) is required prior to operation of tracked vehicles over the geogrid. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill and damaging or displacing the Keystone units or geogrid.

F. Rubber tired equipment may pass over geogrid reinforcement at slow speeds, less than 10 MPH. Sudden braking and turning shall be avoided.

G. At the end of each day’s operation, the Contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from the wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

3.06 Cap Installation

A. Prior to placement of the cap units, the upper surface of the top course of wall units shall be cleaned of soil and any other material.

B. Cap units shall be adequately glued to the underlying wall units with an all-weather exterior construction adhesive.

3.07 As-built Construction Tolerances

A. Vertical alignment: ± 1.5 inches (40 mm) over any 10 foot (3 m) distance.

B. Wall batter: within 2 degrees of design batter. Overall wall batter shall be ≥ 0 degrees.

C. Horizontal alignment: ± 1.5 inches (40 mm) over any 10 foot (3 m) distance.

D. Corners and curves: ± 1 foot (300 mm) to theoretical location.

E. Maximum horizontal gap between erected units shall be ≤ 1/2 inch (13 mm).

3.08 Field Quality Control

A. Quality Assurance – The owner shall/may engage inspection and testing services, including independent laboratories, to provide quality assurance and testing services during construction. This does not relieve the Contractor from securing the necessary construction quality control testing.

B. Quality assurance should include foundation soil inspection and testing and verification of the geotechnical design parameters and verification that the contractor's quality control testing is adequate as a minimum. Quality assurance shall also include observation of the construction for general compliance with the design drawings and project specifications. Quality assurance is usually best performed by the site geotechnical engineer.

C. Quality Control – The Contractor shall engage independent inspection and testing services to perform the minimum quality control testing described in the retaining wall design plans and specifications. Only qualified and experienced technicians and engineers shall perform quality control testing and inspection services.

D. Quality control testing shall include soil and backfill testing to verify soil types and strengths, compaction and moisture conditions and verification that the retaining wall is being constructed in accordance with the design plans and specifications.

PART 4: MEASUREMENT AND PAYMENT

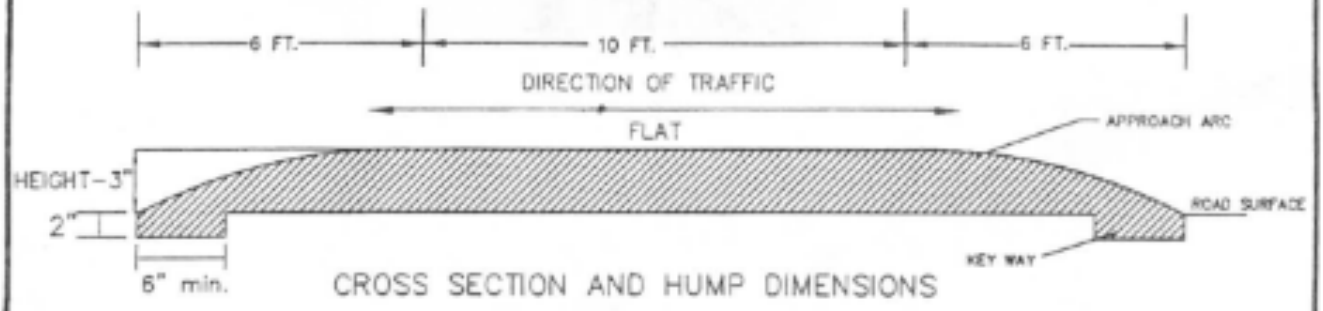
4.01 Measurement

A. Vertical Face – The vertical face of the wall is the distance between the bottom of the footer retaining wall block and the top of the retaining wall cap block as measured along the finished face of the retaining wall. For retaining walls with sections of differing vertical faces, each section will have the average vertical face determined by the City Construction Inspector. Measurements will be in feet to the nearest tenth of a foot.

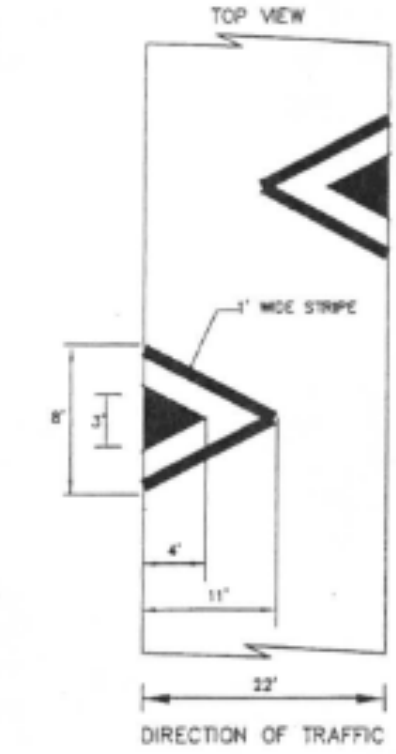
B. Square Footage – The square footage of the wall is determined by multiplying the Vertical Face measurement and the average length of the wall. The length of the wall will be measured along the top of the retaining wall footing blocks and separately along the top of the cap stones. The two resulting measurements will be added together and that sum will be divided by two to determine the average wall length. Measurements will be in feet to the nearest tenth of a foot.

4.02 Payment

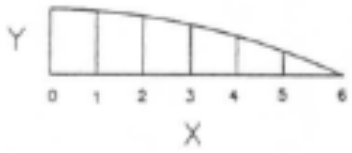
A. Calculation – Payment for the installed retaining wall will be by the total square footage measured along the vertical face of the finished side of the retaining wall at the contract unit price per square foot. The unit price includes all materials, labor, equipment, overhead, profit and any other costs necessary to furnish and install the retaining wall in its entirety as directed by the Chief of Construction Management.



CROSS SECTION AND HUMP DIMENSIONS

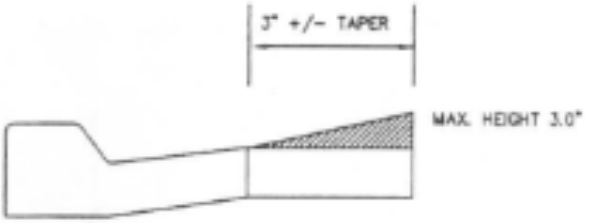


NOTE: MARKINGS TO ALIGN WITH CENTER OF TRAVEL LANE

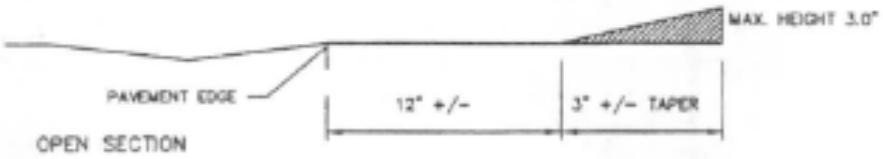


APPROACH ARC DETAIL

X(ft.)	Y(ft.)	Y(inches)
0	0.25	3.0
1	0.24	2.9
2	0.22	2.7
3	0.19	2.3
4	0.14	1.7
5	0.08	0.9
6	0.00	0.0



CLOSED SECTION

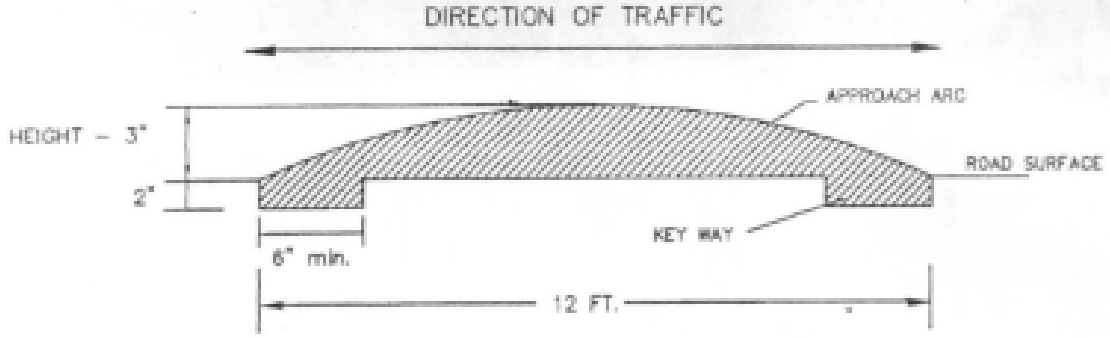


OPEN SECTION

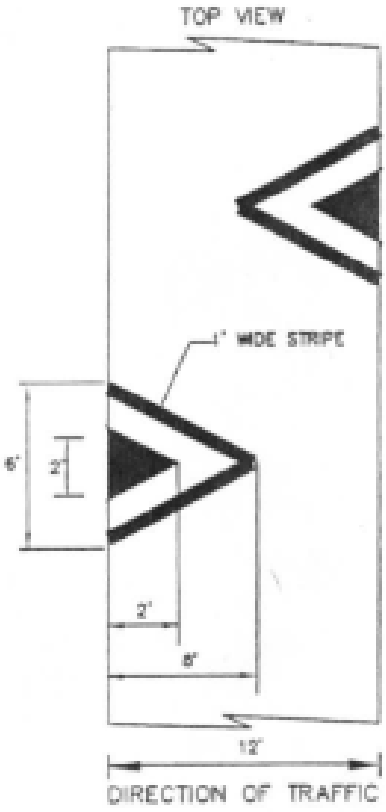
GENERAL NOTES

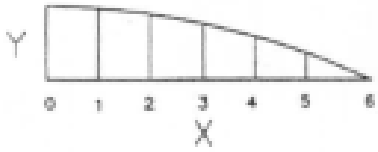
1. THIS GUIDELINE MAY BE USED ONLY WITH THE PRIOR APPROVAL OF DPWT OR DPS.
2. SIGNING AND MARKING TO BE IN ACCORDANCE WITH APPLICABLE DPWT STANDARD.
3. MODIFY MARKINGS AS NECESSARY FOR ONE WAY STREETS.

APPROVED 5/19/2011 DATE Dan Sanchini MANAGER, RIGHT-OF-WAY PLAN REVIEW SECTION	REVISED Approach Arc	MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES SPEED HUMP FLAT TOP PROFILE GUIDELINE



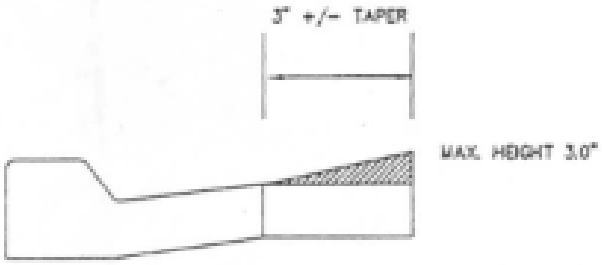
CROSS SECTION AND HUMP DIMENSIONS





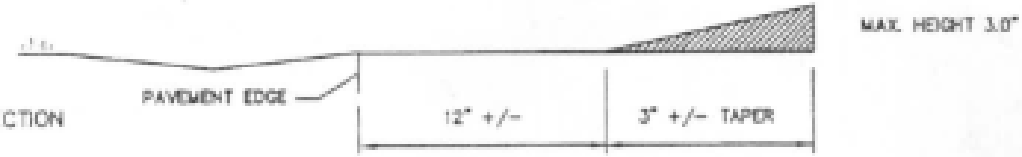
APPROACH ARC DETAIL

X(ft.)	Y(ft.)	Y(inches)
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2	0.22	2.7
3	0.19	2.3
4	0.14	1.7
5	0.08	0.9
6	0.00	0.0



CLOSED SECTION

NOTE: MARKINGS TO ALIGN WITH CENTER OF TRAVEL LANE



OPEN SECTION

GENERAL NOTES

1. THIS GUIDELINE MAY BE USED ONLY WITH THE PRIOR APPROVAL OF DPWT OR DPS.
2. SIGNING AND MARKING TO BE IN ACCORDANCE WITH APPLICABLE DPWT STANDARD.
3. MODIFY MARKINGS AS NECESSARY FOR ONE WAY STREETS.

APPROVED 5/19/2011 DATE MANAGER, RIGHT-OF-WAY PLAN REVIEW SECTION	REVISED Approach Arc	MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES SPEED HUMP WATTS PROFILE GUIDELINE

Montgomery County, MD Noise Law

Chapter 31B. Noise Control.

§ 31B-1. Declaration of policy.

§ 31B-2. Definitions.

§ 31B-3. Regulations.

§ 31B-4. Noise control advisory board.

§ 31B-5. Noise level and noise disturbance violations.

§ 31B-6. Noise level and noise disturbance standards for construction.

§ 31B-6A. Seasonal noise level standard for qualifying outdoor arts and entertainment activities.

§ 31B-7. Measurement of sound.

§ 31B-8. Noise sensitive areas.

§ 31B-9. Leaf removal equipment.

§ 31B-10. Exemptions.

§ 31B-11. Waivers.

§ 31B-12. Enforcement and penalties.

Notes

Editor's note—In Burrows v. United States, 2004 U.S. Dist. LEXIS 1104 (2004), the Court interpreted Montgomery County Code Chapter 31B neither to permit a private cause of action for noise control, nor to permit suit against the federal government. Chapter 31B is discussed in Miller v. Maloney Concrete Company, 63 Md.App. 38, 491 A.2d 1218 (1985).

*Cross references-Noise from quarries, § 38-14; radio, etc., without earphones prohibited in public transit facilities, § 54A-2; industrial area noise regulations, § 59-A-5.7.

Sec. 31B-1. Declaration of policy.

(a) The County Council finds that excessive noise harms public health and welfare and impairs enjoyment of property. The intent of this Chapter is to control noise sources to

protect public health and welfare and to allow the peaceful enjoyment of property. This Chapter must be liberally construed to carry out this intent.

(b) The Department of Environmental Protection administers this Chapter.

(1) The Department must coordinate noise abatement programs of all County agencies, municipalities, and regional agencies.

(2) A County agency, municipality in which this Chapter applies, or regional authority subject to County law must not adopt a standard or regulation that is less stringent than this Chapter or any regulation adopted under this Chapter.

(3) The Director may form an Interagency Coordinating Committee to assist the Director in coordinating noise control policy. If the Director forms the Committee, the Director must designate an individual to chair the Committee. The members of the Committee should be designated by County, local, and regional agencies that the Director invites to participate.

(4) The Department must establish procedures to identify and reduce noise sources when the County plans and issues permits, variances, exemptions, or approvals.

(5) The Department should make recommendations to the County Executive, County Council, and Planning Board regarding noise control policy, regulations, enforcement, and noise sensitive areas. (1996 L.M.C., ch. 32, § 1.)

Editor's note—See County Attorney Opinion dated 3/16/92 explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

Sec. 31B-2. Definitions.

In this Chapter, the following words and phrases have the following meanings:

Arts and entertainment activity means a performance of artistic or creative work, such as a play, film, music, or dance, which is readily accessible to the public, whether or not admission is charged. Arts and entertainment activity includes the time necessary to set up and remove any structure or equipment used in the activity.

Construction means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways.

dBA means decibels of sound, as determined by the A-weighting network of a sound level meter or by calculation from octave band or one-third octave band data.

Daytime means the hours from 7 a.m. to 9 p.m. on weekdays and 9 a.m. to 9 p.m. on weekends and holidays.

Decibel means a unit of measure equal to 10 times the logarithm to the base 10 of the ratio of a particular sound pressure squared to the standard reference pressure squared. For this Chapter, the standard reference pressure is 20 micropascals.

Department means the Department of Environmental Protection.

Director means the Director of the Department of Environmental Protection or the Director's authorized designee.

Enforcement officer means:

(1) for a noise originating from any source:

(A) an employee or agent of the Department designated by the Director to enforce this Chapter;

(B) a police officer; or

(C) a person authorized under Section 31B-12(a) to enforce this Chapter;

(D) a person authorized by a municipality to enforce this Chapter; or

(2) for a noise originating from an animal source, the Director of the Animal Services Division in the Police Department or the Director's authorized designee.

Impulsive noise means short bursts of a acoustical energy, measured at a receiving property line, characterized by a rapid rise to a maximum pressure followed by a somewhat slower decay, having a duration not greater than one second and a field crest factor of 10 dBA or more. Impulsive noise may include, for example, noise from weapons fire, pile drivers, or punch presses.

Leaf blower means any portable device designed or intended to blow, vacuum, or move leaves or any other type of unattached debris or material by generating a concentrated stream of air. Leafblower includes devices or machines that accept vacuum attachments.

Nighttime means the hours from 9 p.m. to 7 a.m. weekdays and 9 p.m. to 9 a.m. weekends and holidays.

Noise means sound, created or controlled by human activity, from one or more sources, heard by an individual.

Noise area means a residential or non-residential noise area:

(1) Residential noise area means land in a zone established under Section 2.1.3.A of Chapter 59 for which the owner has not transferred the development rights, or Sections 2.1.3.B, 2.1.3.C, 2.1.3.D, 2.1.3.G, 2.1.3.H.1, or 2.1.3.H.2 of Chapter 59, or by a political subdivision where Chapter 59 does not apply.

(2) Non-residential noise area means land within a zone established under Section 2.1.3.A of Chapter 59, for which the owner has transferred the development rights, or

Sections 2.1.3.E, 2.1.3.F, 2.1.3.H.3, or 2.1.3.H.4 of Chapter 59, or by a political subdivision where Chapter 59 does not apply.

Noise disturbance means any noise that is:

(1) unpleasant, annoying, offensive, loud, or obnoxious;

(2) unusual for the time of day or location where it is produced or heard; or

(3) detrimental to the health, comfort, or safety of any individual or to the reasonable enjoyment of property or the lawful conduct of business because of the loudness, duration, or character of the noise.

Noise sensitive area means land designated by the County Executive as a noise sensitive area under Section 31B-8.

Noise-suppression plan means a written plan to use the most effective noise-suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.

Person means an individual, group of individuals, corporation, firm, partnership, or voluntary association; or a department, bureau, agency, or instrument of the County or any municipality, or of any other government to the extent allowed by law.

Prominent discrete tone means a sound, often perceived as a whine or hum, that can be heard distinctly as a single pitch or a set of pitches. A prominent discrete tone exists if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the 2 contiguous one-third octave bands by:

(1) 5 dB for center frequencies of 500 Hz and above;

(2) 8 dB for center frequencies between 160 and 400 Hz; or

(3) 15 dB for center frequencies less than or equal to 125 Hz.

Qualifying performing arts facility means the outdoor area of a building, outdoor seasonal, temporary, or permanent stage, or other clearly defined outdoor area or space, which is:

(1) used for an outdoor arts and entertainment activity; and

(2) owned or operated by the County; and

(3) so designed by the County Executive in an Executive Order published in the County Register. The Executive may revoke a designation at any time by publishing an Executive Order revoking the designation in the County Register.

Receiving property means any real property where people live or work and where noise is heard, including an apartment, condominium unit, or cooperative building unit.

Sound means an auditory sensation evoked by the oscillation of air pressure.

Source means any person, installation, device, or animal causing or contributing to noise. (1996 L.M.C., ch. 32, § 1; 2001 L.M.C., ch. 2, § 1; 2011 L.M.C., ch. 7, § 1; 2016 L.M.C., ch. 8, § 1.)

Editor's note—See County Attorney Opinion dated 10/6/00 indicating that long-term parking on public streets is prohibited in certain circumstances, but not based on the size of the vehicle. See County Attorney Opinion dated 3/16/92 explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

Sec. 31B-3. Regulations.

The County Executive may establish noise control regulations and standards as necessary to accomplish the purposes and intent of this Chapter. Any regulation must be at least as stringent as this Chapter. The Executive by regulation may set fees that are sufficient to offset the costs of Department reviews or other actions required or authorized by this Chapter. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-4. Noise control advisory board.

(a) A Noise Control Advisory Board must advise the County Executive, Director, County Council, and Planning Board on noise control issues, including administration and enforcement of this Chapter.

(b) The Board consists of 11 members appointed by the Executive and confirmed by the Council.

(c) The Board must elect one member as Chair and another member as Vice-Chair to serve at the pleasure of the Board. The Board must meet at the call of the chairperson as required to perform its duties, but not less than once each quarter. A majority of the members of the Board constitutes a quorum for transacting business. The Board may act by a majority vote of those present.

(d) At least every third year, the Board must evaluate the effectiveness of the County's noise control program and recommend any improvements to the Director, County Executive, County Council, and Planning Board.

(e) No later than March 1 each year, the Chair of the Board must report to the Director, County Executive, County Council, and Planning Board on activities and actions the Noise Control Advisory Board took during the previous calendar year.

(f) Advocacy. The Commission must not engage in any advocacy activity at the State or federal levels unless that activity is approved by the Office of Intergovernmental Relations. (1996 L.M.C., ch. 32, § 1; 1999 L.M.C., ch. 2, § 1; 2016 L.M.C., ch. 15, § 1.)

Editor's note-1999 L.M.C., ch. 2, § 1, increased the number of Board members from 7 to 11. 1999 L.M.C., ch. 2, § 2, states:

Sec. 2. Transition.

(a) The terms of the 4 members of the Noise Control Advisory Board added by this Act end:

(1) for 1 member, on September 30, 1999, and every third year thereafter;

(2) for 2 members, on September 30, 2000, and every third year thereafter; and

(3) for 1 member, on September 30, 2001, and every third year thereafter.

(b) When appointing the first individual to serve in one of the 4 new positions, the County Executive must designate the term in subsection (a) for which the Executive is appointing the individual.

(c) This Act does not affect the term of any current member of the Board.

Cross reference-Boards and commissions generally, § 2-141 et seq.

Sec. 31B-5. Noise level and noise disturbance violations.

(a) Maximum allowable noise levels.

(1) Except as otherwise provided in Sections 31B-6(a), 31B-6A, and 31B-8, a person must not cause or permit noise levels that exceed the following levels:

Maximum Allowable Noise Levels (dBA) for Receiving Noise Areas

Daytime

Nighttime

Non-residential noise area

67

62

Residential noise area

65

55

(2) A person must not cause or permit the emission of a prominent discrete tone or impulsive noise that exceeds a level, at the location on a receiving property where noise from the source is greatest, that is 5 dBA lower than the level set in paragraph (1) for the applicable noise area and time.

(3) Sound that crosses between residential and non-residential noise areas must not exceed the levels set in paragraph (1) for residential noise areas.

(b) Noise disturbance. A person must not cause or permit noise that creates a noise disturbance.

(c) Examples. The following examples illustrate common noise-producing acts that violate this section if they exceed the noise level standards set in subsection (a) or create a noise disturbance. The examples are illustrative only and do not limit or expand the noise level or noise disturbance standards of this section:

(1) Sounding a horn or other signaling device on any motor vehicle on private property except:

(A) in an emergency; or

(B) as a danger warning signal during daytime hours if the device complies with noise level limits.

(2) Operating a sound-producing device on public streets for commercial advertising or to attract public attention.

(3) Selling anything by outcry.

(4) Loading, unloading, opening, closing or otherwise handling containers, building materials, construction equipment, or similar objects.

(5) Operating a device that produces, reproduces, or amplifies sound.

(6) Allowing an animal to create a noise disturbance.

(7) Operating power equipment mounted on a motor vehicle or operating other devices powered by a generator or a motor vehicle. (1996 L.M.C., ch. 32, § 1; 2011 L.M.C., ch. 7, § 1.)

Editor's note—See County Attorney Opinion dated 10/6/00 indicating that long-term parking on public streets is prohibited in certain circumstances, but not based on the size of the vehicle. See County Attorney Opinion dated 3/16/92 explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

Sec. 31B-6. Noise level and noise disturbance standards for construction.

(a) Maximum allowable noise levels for construction.

(1) A person must not cause or permit noise levels from construction activity that exceed the following levels:

(A) From 7 a.m. to 5 p.m. weekdays:

(i) 75 dBA if the Department has not approved a noise-suppression plan for the activity; or

(ii) 85 dBA if the Department has approved a noise-suppression plan for the activity.

(B) The level specified in Section 31B-5 at all other times.

(2) Construction noise levels must be measured at the location, at least 50 feet from the source, on a receiving property where noise from the source is greatest.

(3) The Department must by regulation establish requirements for noise-suppression plans and adopt procedures for evaluating and approving plans. The regulations must provide that, at least 10 days before approving a noise-suppression plan, the Director must provide public notice reasonably calculated to reach at least a majority of households that might be affected by the construction activity noise levels above 75 dBA.

(b) Construction noise disturbance. The prohibition on noise disturbance in Section 31B-5(b) applies to construction activities, notwithstanding subsection (a).

(c) Examples. The following examples illustrate common construction noise-producing acts that violate this section if they exceed the noise level standards set in subsection (a) or create a noise disturbance. The examples are illustrative only and do not limit or expand the construction noise level or noise disturbance standards of this section:

(1) Delivering materials or equipment, or loading or unloading during nighttime hours in a residential noise area.

(2) Operating construction equipment with audible back-up warning devices during nighttime hours. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-6A. Seasonal noise level standard for qualifying outdoor arts and entertainment activities.

(a) Each outdoor arts and entertainment activity held at a qualifying performing arts facility must not exceed the following noise decibel limits:

(1) from 11 a.m. to 11 p.m. during April 1 through October 31, 75 dBA, as measured on the receiving property; and

(2) at all other times, the maximum allowable noise level set in Section 31B-5.

(b) A qualifying performing arts facility which has complied with this Section must not cause or permit noise levels from an outdoor arts and entertainment activity to exceed the standards in subsection (a).

(c) Any outdoor arts and entertainment activity conducted at a qualifying performing arts facility which has complied with this Section must not be cited as causing a noise disturbance.

(d) The Department must annually advise the Executive and Council, and the operator of each qualifying perming arts facility, whether the noise levels specified in this Section remain appropriate for that facility and the extent of compliance with those levels. (2011 L.M.C., ch. 7, § 1)

Sec. 31B-7. Measurement of sound.

(a) The Department must issue regulations establishing the equipment and techniques it will use to measure sound levels. The Department may rely on currently accepted standards of recognized organizations, including the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), and the United States Environmental Protection Agency.

(b) For multiple sources of sound, the Department may measure sound levels at any point to determine the source of a noise. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-8. Noise sensitive areas.

(a) The County Executive may designate by regulation land within any geographical area as a noise sensitive area to protect public health, safety, and welfare. The regulation may prohibit certain noise producing activities in the noise sensitive area.

(b) A regulation under subsection (a) must:

(1) describe the area by reference to named streets or other geographic features;

(2) explain the reasons for the designation;

(3) establish specific noise limits or requirements that apply in the noise sensitive area; and

(4) describe by example or enumeration activities or sources that violate the limits or requirements.

(c) A regulation under subsection (a) may establish limits or requirements for a noise sensitive area that are more stringent than those that otherwise would apply to the area under this Chapter. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-9. Leaf removal equipment.

(a) Except as provided in this section, a person must not sell, buy, offer for sale, or use a leafblower at any time that has an average sound level exceeding 70 dBA at a distance of 50 feet. This requirement is in addition to any other noise level or noise disturbance standard that applies under this Chapter.

(b) An individual who owns or occupies a residence in a residential noise area may use at the individual's residence a leafblower bought or manufactured before July 1, 1990, until July 1, 1998, even if it exceeds the standard in subsection (a). After July 1, 1998, a person must not use any leafblower that violates the standard in subsection (a).

(c) The Department must apply the standard in subsection (a) in accordance with the most current leaf-blower testing standard of the American National Standards Institute (ANSI).

(d) The Department may inspect, and on its request a person must produce, any leafblower that is sold, offered for sale, or used in the County, to determine whether the leafblower complies with this section. A person who relies in good faith on a manufacturer's written representation of the sound level of a leafblower that has not been modified is not subject to a penalty for violating this section.

(e) Sale of combustion leaf removal equipment – prohibited. A person must not sell or offer for sale a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum.

(f) Use of combustion leaf removal equipment – prohibited. A person must not use a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum.

(g) Reimbursement. Subject to an appropriation by the County Council, the Director must establish a time-limited program based on criteria set by regulation to partially reimburse County residents and businesses that purchase electric leaf blowers or leaf vacuums.

(h) Application for reimbursement. To receive reimbursement under subsection (g), an applicant must apply to the Director in a form prescribed by the Director.

(i) Regulations. Not later than March 30, 2024, the County Executive must transmit to the Council Method (1) regulations to establish the reimbursement program under subsection (g).

(j) An enforcement officer may issue a civil citation under this Section if the Director receives a complaint of a noise disturbance supported by photographic evidence of a violation of subsection (f).

(k) Annual reporting. By February 1 of each year, the Director must submit to the Council an annual report for the preceding year on the successes or challenges of the reimbursement program, outreach activities, statistical data related to enforcement, new technology trends for electrification of lawn care equipment, and any recommended

changes to the law or operating budget. The Council may request the Director to provide additional information, as needed. (1996 L.M.C., ch. 32, § 1; 2023 L.M.C., ch. 31, § 1.)

Editor's note—2023 L.M.C., ch. 31, § 2, states: Effective date; staggered implementation. The prohibition against sales under subsection (e) of Section 31B-9, added under Section 1 of this Act, must take effect on July 1, 2024. The prohibition against use under subsection (f) of Section 31B-9, added under Section 1 of this Act, must take effect on July 1, 2025.

2023 L.M.C., ch. 31, § 3, states: Required notices. On or after the effective date of this Act and before the effective date of the prohibition against sales under this Act, a person who sells, at retail, a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum in the County must provide conspicuous notice to the consumer that the leaf blower usage will be prohibited in the County.

Sec. 31B-10. Exemptions.

(a) This Chapter does not apply to:

(1) agricultural field machinery used and maintained in accordance with the manufacturer's specifications;

(2) emergency operations by fire and rescue services, police agencies, or public utilities and their contractors;

(3) a source or condition expressly subject to any State or federal noise-control law or regulation that is more stringent than this Chapter;

(4) sound, not electronically amplified, created between 7 a.m. and 11 p.m. by sports, amusements, or entertainment events or other public gatherings operating according to the requirements of the appropriate permit or licensing authority. This includes athletic contests, carnivals, fairgrounds, parades, band and orchestra activities, and public celebrations.

(b) The County Executive may issue regulations exempting from Section 31B-5 sources associated with routine residential living during daytime hours, such as home workshops, power tools, and power lawn and garden equipment, when used in accordance with manufacturer specifications. This exception does not apply to repairs or maintenance on a motor vehicle that is not registered for use on public roads.

(c) Section 31B-9 of this Chapter does not apply to agricultural producers located on agriculturally assessed properties where farming or agricultural use and activities are permitted under Article 59, Section 3.2.6 of the Zoning Ordinance. (1996 L.M.C., ch. 32, § 1; 2023 L.M.C., ch. 31, § 1.)

Editor's note—2023 L.M.C., ch. 31, § 3, states: Required notices. On or after the effective date of this Act and before the effective date of the prohibition against sales under this Act, a person who sells, at retail, a combustion engine-powered handheld, backpack, or walk-

behind leaf blower or leaf vacuum in the County must provide conspicuous notice to the consumer that the leaf blower usage will be prohibited in the County.

Sec. 31B-11. Waivers.

(a) Temporary waiver.

(1) The Director may waive any part of this Chapter for a temporary event if the noise the event will create or cause in excess of the limits established under this Chapter is offset by the benefits of the event to the public.

(2) When the Director receives an application under this subsection, the Director must provide public notice of the application reasonably calculated to reach at least a majority of households that might be affected by noise levels anticipated for the event. The Director must not approve an application under this subsection less than 10 days after the public notice.

(b) General waiver.

(1) The Director may waive any part of this Chapter if the Director determines that compliance in a particular case is not practical and would impose undue hardship.

(2) When the Director receives an application under this subsection, the Director must schedule a hearing on the application within 60 days.

(3) At least 30 days before the hearing, the applicant must advertise the hearing by:

(A) placing a display advertisement in a newspaper of general circulation in the community where the source that is the subject of the application is located; and

(B) posting a sign at the location of the source.

(4) Based on evidence presented at the hearing, the Director may grant a waiver for up to 3 years, under terms and conditions appropriate to reduce the impact of the exception.

(5) The Director may renew a waiver granted under this subsection if the applicant shows that the circumstances supporting the original waiver have not changed.

(c) Violation of waiver. The Director may suspend, modify, or revoke a waiver granted under this section if a person violates the terms or conditions of the waiver.

(d) Regulations and fees. The County Executive must issue regulations implementing this section that:

(1) set the procedures and fees to apply for a waiver under subsections (a) or (b);

(2) require the applicant to use the best technology and strategy reasonably available to mitigate noise, as determined by the Director;

(3) allow temporary waivers under subsection (a) of no more than 30 days, renewable at the discretion of the Director no more than twice; and

(4) specify the requirements for the hearing advertisement and sign required under subsection (b)(3). (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-12. Enforcement and penalties.

(a) The Department must enforce this Chapter. The County Executive may delegate in writing the authority to enforce parts of this Chapter to the Police Department or any other Executive agency.

(b) A violation of this Chapter is a Class A violation. Each day a violation continues is a separate offense. A violation of Section 31B-6 is a separate offense in addition to any other violation of this Chapter arising from the same act or occurrence.

(c) The Department may seek injunctive or other appropriate judicial relief to stop or prevent continuing violations of this Chapter.

(d) If the Director finds that a person has violated this Chapter, the Director may issue a notice of violation and corrective order to the person. The notice must contain the following information:

(1) the section of this Chapter that the person violated;

(2) the date, nature, and extent of the violation;

(3) the action required to correct the violation;

(4) if the Director requires a compliance plan, the deadline for submitting the plan to the Director; and

(5) the deadline for compliance.

(e) The compliance plan referred to in subsection (d)(4) must establish a schedule for achieving compliance with this Chapter, as specified in the corrective order. A compliance plan, and amendments to a plan, are not effective until the Director approves the plan or amendment. An action allowed under an approved compliance plan does not violate this Chapter.

(f) Except as provided in Section 31B-9(j), an enforcement officer may issue a civil citation for any violation of this Chapter if the enforcement officer:

(1) witnesses the violation; or

(2) receives complaints from at least 2 witnesses of a noise disturbance.

Complaints by 2 witnesses are required to issue a citation under paragraph (2), but are not required to prove that a person violated this Chapter.

(g) The Executive Director of the Office of Animal Services may initiate administrative action before the Animal Matters Hearing Board instead of an enforcement officer issuing a citation under subsection (f) for a violation of this Chapter originating from an animal source.

(h) A person aggrieved by any action or order of the Director under Sections 31B-9 and 31B-11 may seek reconsideration within 10 days after the date of the action or order. A request for reconsideration must be in writing to the Director, and must specify the date and nature of the action or order, the injury sustained, the remedy requested, and the legal basis for the remedy. If the Director finds that there are material facts in dispute, the Director may refer the matter to a hearing officer under the procedures specified in Chapter 2A. If the Director finds that there are no material facts in dispute, the Director must make a final decision on the request for reconsideration in writing within 45 days after receiving the request. The aggrieved person may appeal from the Director's final decision within 30 days after the Director issues the decision, as provided in Section 2A-11.

(i) (1) A person responsible for a violation of Section 31B-6 and the person responsible for the management or supervision of the construction site where the source of the violation is located are jointly and severally liable for the violation.

(2) For recurring violations of Section 31B-6 on the same construction site, in addition to any other penalty under this Chapter, the Director may issue a stop work order, as provided in Section 8-20, for up to:

(A) 3 consecutive working days for a second violation within 30 days after the first violation;

(B) 5 consecutive working days for a third violation within 60 days after the first violation; and

(C) 7 working days per offense for the fourth and subsequent violations within a 120-day period.

(3) This Chapter does not limit the Director's authority under Chapter 8 to revoke a permit or approval issued under that Chapter.

(j) Any person aggrieved by a violation of this Chapter may file a civil action in any court with jurisdiction against a person responsible for the alleged violation. The aggrieved person must notify the alleged violator and the Director of the alleged violation at least 60 days before filing the action. A person must not file an action under this subsection if the County Attorney has filed a civil action against the same alleged violator regarding the same violation. (1996 L.M.C., ch. 32, § 1; 2001 L.M.C., ch. 2, § 1; 2020 L.M.C., ch. 18, §1.; 2023 L.M.C., ch. 31, § 1.)

Editor’s note—2023 L.M.C., ch. 31, § 3, states: Required notices. On or after the effective date of this Act and before the effective date of the prohibition against sales under this Act, a person who sells, at retail, a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum in the County must provide conspicuous notice to the consumer that the leaf blower usage will be prohibited in the County.

2020 L.M.C., ch. 18, § 2, states: Sec. 2. Transition. References to the Division of Animal Services in County law, contract, or regulation means the Office of Animal Services.

Montgomery County Noise Ordinance

Construction Noise

Construction and development projects are by their nature not quiet. However, with careful planning and operation, it's possible to minimize potential noise disturbances from construction activities. Construction workers, contractors and engineers, should be aware of how activities are regulated under the Montgomery County Noise Control Law.

If after reading this information you believe a construction site is in violation of the Montgomery County Noise Control Law, file a Two-Party Noise Complaint.

Please note that start times are delayed and noise levels are decreased for construction activities on County Holidays.

- **Noise Control Home**
- Construction Noise
- Noise Waivers & Suppression Plans
- Reducing Noise Problems
- File a Noise Complaint

Construction Noise Basics

Virtually all potential noise sources that operate permanently or semi-permanently can be designed or controlled to meet the receiving property line standard. Likewise, potential sources under human control, such as electronically amplified sound, can be designed to meet the law requirements.

Noise from some construction activities, however, is difficult, if not impossible, to control to the receiving property line. This is because the engineering design and technical controls that are effective on stationary sources aren't practical or reasonable for a temporary, often mobile, noise source.

The Noise Control Law, therefore, contains certain standards specific to construction noise. DEP has several tools available to help mitigate and regulate this potential source of disturbance.

Construction Noise Exemptions and Standards

The Montgomery County Noise Control Law defines construction as temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or

demolition of structures or roadways. Construction noise levels must be measured on a receiving property, but no closer than 50 feet from the noise source.

Notice to Contractors

From **7 am to 5 pm weekdays**, construction noise levels must not exceed:

- **75 dBA** without a Noise Suppression Plan
- **85 dBA** with a Noise Suppression Plan

Download Noise Suppression Plan Guidelines (PDF)

At all times other than 7 am to 5 pm weekdays, the general guidelines in the Noise Control Law must be met. The following table provides a summary of the noise standards for construction activities:

Construction Noise Standards by Time of Day		
Time of Day	**Residential**	**Non-residential***
Weekday: 7 am to 5 pm (exempted hours)	75 dBA (85 dBA with a Noise Suppression Plan)	75 dBA (85 dBA with a Noise Suppression Plan)
Weekday: 5 pm to 9 pm (daytime hours)	65 dBA	67 dBA
Weekday: 9 pm to 7 am	55 dBA	62 dBA
Weekends and Holidays**: 9 am to 9 pm (daytime hours)	65 dBA	67 dBA
Weekends and Holidays**: 9 pm to 9 am (nighttime hours)	55 dBA	62 dBA

*In most circumstances in the County, the receiving property will be considered residential.

Be Aware! Construction activities are also subject to the "Noise Disturbance" provisions of the Law. Although a noise disturbance could conceivably occur at any time, it is most likely to happen during nighttime hours. The following are examples of noise disturbances:

- The delivery of materials or equipment;
- The loading or unloading in a residential area; or
- The operating of construction equipment with audible backup warning devices.

The County mails copies of the Law upon request. If you have questions or comments, **contact 311** .

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

ADDENDUM 1

DATE: January 30, 2026

REFERENCE: City of Rockville
Invitation for Bids: **IFB 16-26**
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Scheduled Bid Due Date: **Wednesday, February 25, 2026 at 2:00 P.M. (EST)**

Pre-Bid Conference Change:

1. **The new Pre-Bid Conference date is Wednesday, February 4, 2026 at 11:00 A.M. EST. Updated link provided below:**
   https://rockvillemd.webex.com/weblink/register/rfa5f840a05e8d968fe007a4e1064d72b

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

AJ Romano Construction Inc
Company Name

Authorized Signature

2/25/26
Date

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	Remove, dispose & replace existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	6,000	$37.00	$222,000.00
2	Remove & dispose existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	100	$12.00	$1,200.00
3	Furnish & Install new Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	200	$28.00	$5,600.00
4	Furnish & install SHA Std. 620.02 Type A concrete curb & gutter (8” face) including excavation, backfill, topsoil, seed & mulch)	L. F.	100	$27.00	$2,700.00
5	Remove & dispose of existing temp. bituminous concrete curb.	L. F.	50	$12.00	$600.00
6	Install new temp. bituminous concrete curb. (SHA detail MD 615.01)	L. F.	50	$12.00	$600.00
7	Furnish & Install new SHA Std. 645.02 monolithic concrete median (height & width vary). Including saw cut existing surface, demolition of existing surface, excavation, refill, curing, etc.	C. Y.	20	$350.00	$7,000.00
8	Remove, dispose & replace existing Montg. Co. Std. 110.01, 4-inch thick concrete sidewalk, width varies. Including demol1tion, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	7,000	$80.00	$560,000.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
9	Remove & dispose of existing Montg. Co. Std. 110.01 ,4-inch thick concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	50	$10.00	$500.00
10	Furnish & Install new MC 110.01 concrete sidewalk, 4-inch thick, width varies, (including excavation, backfill, curing, topsoil, seed & mulch restoration)	S. Y.	1,000	$50.00	$50,000.00
11	Remove & dispose of existing asphalt sidewalks & paths, maximum 6-inch thick, width varies. (including demolition, excavation, backfill, topsoil, seed & mulch restoration)	S. Y.	50	$12.00	$600.00
12	Furnish & install detectable warning strips (ARMOR-TILE) Tactile System or approved equal for ADA compliance on curb ramps.	S. F.	200	$50.00	$10,000.00
13	Concrete grinding of sidewalk trip hazards as per Technical Specifications	L. F.	1,000	$12.00	$12,000.00
14	Remove & dispose of existing 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$12.00	$600.00
15	Remove & dispose of existing 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$12.00	$600.00
16	Remove, dispose & replace existing 7- inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	2,000	$95.00	$190,000.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
17	Remove, dispose & replace existing 9- inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	400	$100.00	$40,000.00
18	Furnish & install new 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	100	$75.00	$7,500.00
19	Furnish & install new 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$85.00	$4,250.00
20	Remove, dispose & replace existing 4- inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	$42.00	$42,000.00
21	Furnish & Install new 4-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	$200.00	$200,000.00
22	Remove, dispose & replace existing 7- inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	$225.00	$225,000.00
23	Furnish & Install new 7-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	$200.00	$200,000.00
24	Remove & dispose of existing asphalt roadway paving and subgrade.	C. Y.	100	$42.00	$4,200.00
25	Saw cut existing asphalt or concrete to full depth of the existing thickness when directed by the City Inspector. *Generally, saw cutting is incidental to all removal costs.*	L. F.	100	$2.40	$240.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
26	Remove, dispose & replace existing reinforced concrete inlet tops, including front angle irons, manhole frame & cover and field paint all metal surfaces.	S. Y.	50	$95.00	$4,750.00
27	Remove, dispose & replace existing concrete inlet throat, including top slab support.	L. F.	50	$38.00	$1,900.00
28	Furnish & install MSHA Hot Mix Asphalt base course for small patches as per SHA Specifications, Section 505 (25mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	$135.00	$27,000.00
29	Furnish & install MSHA Hot Mix Asphalt surface course for small patches as per SHA Specifications, Section 505 (12.5mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	$135.00	$13,500.00
30	Furnish & install MSHA Hot Mix Asphalt base course for large patches as per SHA Specifications, Section 505 (25mm size agg) by machine. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	$135.00	$27,000.00
31	Furnish & install MSHA Hot Mix Asphalt surface course for large patches as per SHA Specifications, Section 505 (12.5mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	$135.00	$13,500.00
32	Furnish & install Graded Aggregate Base (GAB) in trenches & patches as directed, including earth excavation, excess disposal off site, compaction, etc.	TON	100	$60.00	$6,000.00
33	Furnish & install MSHA Hot Mix Asphalt for pathways, 2-inch asphalt surface (9.5mm) and 4-inch asphalt base (25mm) including compaction. (excavation & grading not included)	TON	200	$135.00	$27,000.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
34	Furnish & install sod, complete, in place per WSSC Specifications, section 02930	S. Y.	100	$12.00	$1,200.00
35	Furnish & install seed & mulch restoration where directed by the City Inspector, per SHA specifications. *Generally, seed & mulch restoration is incidental to all pay items. Does not*	S. Y.	100	$10.00	$1,000.00
36	Furnish & install clean, screened, natural topsoil, including subgrade preparation, placement, spreading, surface preparation, in accordance with MSHA Std. Specs, Section 705.	TON	100	$80.00	$8,000.00
37	Furnish, install & compact select borrow backfill material per MDSHA specifications. *Minimum 105 PCF unit weight required*	TON	50	$40.00	$2,000.00
38	Furnish & install MDSHA (min 9-inch thick) Portland Cement Concrete Paving, in place, per MDSHA specs., including longitudinal ties, excavation,	C. Y.	50	$200.00	$10,000.00
39	Remove & replace existing brick masonry channels in manholes & inlets, including all disposal off-site.	C. F.	50	$28.00	$1,400.00
40	Remove & replace existing brick retaining walls, to match existing, including all labor & materials. *For spot repairs only.*	C. F.	50	$45.00	$2,250.00
41	Provide & install masonry unit block retaining wall system, including aggregate base leveling course, ties, reinforcing, installed per Manufactures requirements. Max height of wall to be 4-feet. Includes all excavation, filter cloth, gravel drain backfill, Block to be Keystone, standard unit, straight face, buff color.	SQ. FT. / Vertical wall face	500	$25.00	$12,500.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
42	Furnish, install & fill various sizes of vinyl coated wire gabion baskets, per City Specifications. Includes excavation, compaction of subgrade, leveling and stacking of baskets, rip-rap stone placement and filter cloth.	C. Y.	20	$90.00	$1,800.00
43	Furnish & install MDSHA #57 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	$100.00	$5,000.00
44	Furnish & install MDSHA #2 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	$120.00	$6,000.00
45	Provide variable message board (VMS), including delivery, installation, set-up, programming, maintenance & appurtenances and removal for continuous 24-hour operational daily use. *Each VMS to be solar powered, 3- line message face, full sized, trailer mounted.*	Each/day	100	$60.00	$6,000.00
46	Miscellaneous unclassified earth excavation, including stock piling of existing material for re-use, & disposal off-site of excess.	C. Y.	100	$25.00	$2,500.00
	GRAND TOTAL				**$1,967,490.00**

<u>*STIPULATED ITEMS*</u> *(Do not provide pricing)*

By submittal of this bid document, the Bidder hereby agrees to and accepts the prices stipulated in the following items

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
47	Furnish & install Hot Mix Asphalt for Speed Humps per Montgomery Co. Detail shown in Appendix A	Each	1	$4,500.00	XX
48	Vertically adjust sanitary sewer manhole frame & cover up to 4-inches, per COR standard detail SM-1, Inc. all labor and materials	Each	1	$500.00	XX

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
49	Vertically adjust water valve box frame & cover up to 4-inches, per COR standard detail WV-1 Inc. all labor and materials	Each	1	$400.00	XX
50	Vertically adjust water meter crock frame & cover up to 4-inches per WSSC Specifications Inc. all labor and	Each	1	$500.00	XX
51	Vertically adjust sanitary sewer house connection cleanout lid up to 4-inches per WSSC Specifications Inc. all labor and materials	Each	1	$500.00	XX
52	Furnish & install / construct 4-foot diameter manhole per WSSC Std. det. S-3.0 and per WSSC specifications	V. F.	1	$1,000.00	XX
53	Furnish & install / construct standard type C endwall per MDSHA det. MD354.01	C. Y.	1	$2,000.00	XX
54	Furnish & install / construct standard WR inlet per MDSHA std. det. MD374.04	Each	1	$9,000.00	XX
55	Furnish & install / construct standard COG inlet, 5-foot throat only, per MDSHA std. det. MD374.31	Each	1	$8,000.00	XX
56	Furnish & install / construct standard COS inlet, 5-foot throat only, per MDSHA std. det. MD374.41	Each	1	$8,000.00	XX
57	Furnish & install / construct standard single or double opening type K inlet with grate, per MDSHA std. det. MD378.11	Each	1	$6,000.00	XX
58	Construct WSSC standard field connection (up to 21-inch diameter RCP) complete, in-place, including earth excavation, backfill and compaction.	Each	1	$2,000	XX
59	Construct concrete stairs per MDSHA Std. MD657.00, complete, in-place, including earth excavation and backfill, as directed.	C. Y.	1	$1,500.00	XX
60	Furnish and install 15-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$300.00	XX

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
61	Furnish and install 18-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$350.00	XX
62	Furnish and install 21-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$425.00	XX
63	Furnish and install 24-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$500.00	XX
64	Rock Excavation as directed	C. Y.	1	$400.00	XX
65	Miscellaneous and test pit excavation BY HAND as directed	V. F.	1	$200.00	XX
66	Furnish and install asphaltic “cold-mix” material, including compaction for temporary patches as directed	TON	1	$300.00	XX
67	Furnish, install and maintain “gutter buddy” or approved equal for inlet protection as directed.	Each	1	$600.00	XX
68	Furnish and install silt fence (entrenched)	L. F.	1	$10.00	XX
69	Furnish and install plastic green tree save fence and/or orange safety fence as directed	L. F.	1	$10.00	XX
70	Provide pressure injected epoxy crack repair as described in Technical Specification.	L. F.	1	$150.00	XX
71	Provide trowel Graded Mortar Repairs as described in Technical Specification.	C. F.	1	$350.00	XX

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	**Remove and Dispose** of exist. Temp. Asphalt repairs or patches	SY	50	$50.00	$2,500.00
2	**Remove, Re-grade and Replace** existing unit pavers or brick pavers to re-establish proper grade or cross- slope.	SY	1,500	$178.00	$267,000.00
3	**Remove and Dispose** of existing concrete or asphalt sidewalks including minor re-grading as necessary	SY	1,000	$10.00	$10,000.00
4	**Remove and Dispose** of existing brick or unit pavers	SY	100	$20.00	$2,000.00
5	Remove and dispose of unsuitable earth or subgrade material	CY	100	$75.00	$7,500.00
6	**Furnish and Install** Graded Aggregate Base (GAB)	TONS	200	$50.00	$10,000.00
7	**Furnish and Install** miscellaneous concrete for curb and gutter and 4" finished sidewalk curb ramps	CY	10	$550.00	$5,500.00
8	**Furnish and Install** unfinished concrete for brick and unit paver base	CY	50	$350.00	$17,500.00
9	**Furnish and Install** select earth backfill including compaction	CY	10	$125.00	$1,250.00
10	**Furnish and Install** Amerigrid EL130-660	SY	100	$10.00	$1,000.00
11a	**Furnish and Install** new 2" unit pavers, including sand leveling course & joints as specified.	SY	200	$85.00	$17,000.00
11b	**Furnish and Install** new 3" unit pavers, including sand leveling course & joints as specified	SY	400	$90.00	$36,000.00
12	**Furnish and Install** Mirafi 600X Sand retention Fabric	SY	100	$25.00	$2,500.00
13	**Furnish and Install** seed and mulch for restoration when directed by the City.	SY	500	$10.00	$5,000.00
14	**Furnish and Install** Sod when directed by the City.	SY	100	$25.00	$2,500.00

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
15	**Furnish, Install, and Maintain** Inlet protection	EACH	1	$600.00	$600.00
16	**Furnish and Install** ScreenedTopsoil	SY	500	$15.00	$7,500.00
17	**Furnish and Install** joint sand to existing paver joints. (Excludes new paver installations) less than 100 S.Y.	SY	100	$25.00	$2,500.00
18	**Furnish and Install** joint sand to existing paver joints (Excludes new paver installation) greater than 100 S.Y.	SY	5,000	$15.00	$75,000.00
19	Saw cut existing asphalt pavement	LF	500	$5.00	$2,500.00
20	**Remove and Re-install** existing Granite curb (including additional backfill to re-establish grade	LF	500	$30.00	$15,000.00
21	**Repair, Reconstruct, Construct** brick retaining walls	SFVF	500	$25.00	$12,500.00
	GRAND TOTAL				$502,850.00

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

ADDENDUM 1

DATE: January 30, 2026

REFERENCE: City of Rockville
Invitation for Bids: **IFB 16-26**
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Scheduled Bid Due Date: **Wednesday, February 25, 2026 at 2:00 P.M. (EST)**

Pre-Bid Conference Change:

1. **The new Pre-Bid Conference date is Wednesday, February 4, 2026 at 11:00 A.M. EST. Updated link provided below:**
   https://rockvillemd.webex.com/weblink/register/rfa5f840a05e8d968fe007a4e1064d72b

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

AJ Romano Construction Inc.
11071-A Guilford Rd.
Annapolis Junction, MD 20701
Company Name

2-2-26
Date

Authorized Signature
Antonio J. Romano
President
AJ Romano Construction Inc.
11071-A Guilford Rd.
Annapolis Junction, MD 20701

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
A.J. Romano Construction, Inc.
11071-A Guilford Road
Annapolis Junction, MD 20701

SURETY:
(Name, legal status and principal place of business)
Swiss Re Corporate Solutions Premier Insurance Corporation
1200 Main Street, Suite 800
Kansas City, Missouri 64105

OWNER:
(Name, legal status and address)
The Mayor and Council of Rockville, Maryland
111 Maryland Avenue
Rockville, Maryland 20850
BOND AMOUNT: $ 5% of amount bid

PROJECT:
(Name, location or address, and Project number, if any)
IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

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

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

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.

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User Notes:
(812930934)

25th
Signed and sealed this ^ day of February, 2026

A.J. Romano Construction, Inc.
(Contractor as Principal) *(Seal)*
Antonio J. Romano
President
(Witness) *(Title)*

Swiss Re Corporate Solutions Premier Insurance Corporation
(Surety) *(Seal)*

(Witness) *(Title)* Joshua B. Hauserman, Attorney-in-Fact

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User Notes:
(812930934)

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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

WILLIAM FRANCIK, GARY L. BERGER, JOSHUA B. HAUSERMAN, JONATHAN KIBLER, CRAIG BANCROFT, STEPHEN M. MUTSCHELLER, MARY GOSKA,

R. NELSON OSTER, EMILY BRENNAN, ROBERT F. WHITE, JAMIE LAWRENCE, SIMON SPATH and JENNIFER SCHIAZZA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 20 25.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 11th day of June, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

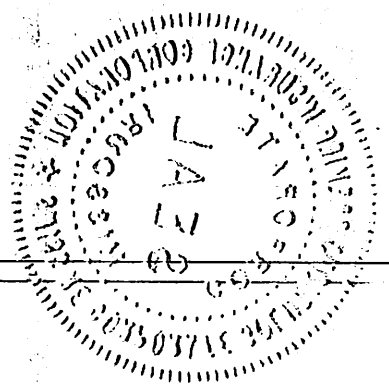
OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of February, 20 26.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



ROCKVILLE, MARYLAND
CONSTRUCTION CONTRACT

CONSTRUCTION, REPAIR, AND MAINTENANCE OF CONCRETE INFRASTRUCTURE & MISCELLANEOUS APPURTENANCES

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**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the "**Mayor and Council**" or "**City**"), and **OLNEY MASONRY CORPORATION**, a Maryland corporation (the "**Contractor**"). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the "**Party**," or collectively as the "**Parties**."

R E C I T A L S

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 corporation duly organized and in good standing in the state of Maryland, 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,** the Mayor and Council desires to procure, on behalf of the Department of Public Works, labor, materials, equipment, tools, and services for construction, repair, and maintenance of concrete infrastructure and miscellaneous appurtenances on a pre-scheduled basis and as needs arise as it serves the best interest of the City; and

D. **WHEREAS,** in accordance with the City of Rockville Procurement Ordinance, on January 26, 2026, the Department of Procurement issued IFB #16-26 for construction, repair, and maintenance of concrete and brick infrastructure and associated improvements, which work was divided into two groups: Group I, focused on concrete infrastructure, and Group II, focused on brick sidewalks and roadways; and

E. **WHEREAS,** in accordance with the Procurement Ordinance, on February 25, 2026, the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #16-26, including the bid submitted by Contractor, and on February 25, 2026 , in accordance with the Procurement Ordinance, the Department of Procurement determined Contractor to be among the two lowest responsive and responsible bidders; and

F. **WHEREAS**, on May 1, 2026, the Department of Procurement issued a notice to all responsive bidders that the General Conditions and Instructions to Bidders (Non-Construction-3/2/2022) in IFB #16-26 would be replaced by the City's General Conditions and Instructions to Bidders (Construction 3/2022); and

G. **WHEREAS**, by e-mail dated May 7, 2026, Contractor accepted the substitution of the General Conditions and Instructions to Bidders (Construction 3/2022); and

H. **WHEREAS,** on _____, 2026, in accordance with Section 17-39(a) of the Procurement Ordinance, the Mayor and Council authorized the expenditure of a total amount not to exceed

$5,000,000.00 for work to be performed under IFB 16-26, Group I, such amount to be allocated between Contractor and a second contractor; and

I. **WHEREAS,** on _____, 2026, 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.

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

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 (Construction 3/2022). 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 Administrator. 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.

"*Chief of Construction Management*" means the person designated as the Chief of Construction Management by the Director of the City's Department of Public Works.

"*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.

"*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 #16-26 – Addendum #1
4. IFB #16-26 – Drawings
5. IFB #16-26 – Special Provisions
6. IFB #16-26 – Technical Specifications/Scope of Work
7. Task Order
8. General Conditions and Instructions to Bidders (Construction 3/2022)
9. IFB #16-26 – Appendices, Announcement, Description and General Information
10. Contractor Bid
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 Olney Masonry Corporation, a corporation in good standing organized under the laws of Maryland.

"*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 Contract or an associated Task Order 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 pursuant to a Task Order, 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 #16-26*" means the Invitation for Bids #16-26 issued by the Department of Procurement on January 26, 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 cumulative Work described in a Task Order at the rates represented on the Contractor's Bid.

"*Project Administrator"* means the Project Administrator identified in Section 2.02 of this Construction Contract, or such other City staff person as may be designated by the Director of the City's Department of Public Works to supervise a 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 identified in a Task Order where a Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

"*Substantial Completion*" means a 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 (Construction 3/2022).

"*Task Order*" means a written notice provided by the City to the Contractor of work to be completed in accordance with Construction Contract terms. The Task Order will describe the project, specify the date, time, and location of the preconstruction meeting, establish the construction schedule (start and end), include a set of construction drawings and provide the name of the approved material supplier, if applicable.

"*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 a 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 January 1, 2027. The City reserves the right to extend this Construction Contract for a period of up to twelve (12) additional months and to renew the Contract for up to four (4) additional one (1) year periods, by notifying Contractor of such extension or renewal and confirmation of pricing in writing at least 60 days before the end of the term of this Contract and subject to Mayor and Council appropriation of adequate funds.

Section 2.02. Project Administrators. The following staff member of the Public Works Department is the City's designated "**Project Administrator**":

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

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

Section 2.03. Work. Contractor herein is among a call list of contractors to perform Work as needed at agreed prices. There is no guarantee of Work under this Contract. The City has elected not to designate a primary Contractor and reserves the right to schedule Work with any or all of selected Contractors at the sole discretion of the City as it serves the best interest of the City. Just as there is no guarantee of Work, Contractor is not required to accept a Task Order. Contractor may decline a Task Order without risk of being removed from the call list.

Section 2.04. Performance of Work. The Contractor agrees to perform all Work required for Final Completion of a Project, as specified in the Contract Documents and any associated Task Order. 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) Work Schedule. Contractor agrees to provide Work under the Contract on an as-needed basis. The City shall request performance of Work under this Contract by submitting to Contractor a Task Order, which may be transmitted by e-mail. Contractor must acknowledge receipt of the Task Order in writing within two (2) Working Days of the City's transmittal and must request any clarifications or modifications to the Work request within five (5) Working Days of the City's transmittal. Within ten (10)

Working Days of the City's transmittal of the Task Order, Contractor shall commence the Work as stipulated by the Task Order, unless the Project Manager agrees to accept a subsequent modification.

(i) Any work performed outside the scope of a work request is at the Contractor's risk and faces the probability of delayed or denied payment.

(ii) Any agreements or stipulations in a request for services or response that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

(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 Administrator 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 Administrator 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 Administrator 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 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 Administrator 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 (Construction 3/2022).

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Administrator 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 to meet the assigned start or completion date of a Task Order, the Mayor and Council may assess liquidated damages on a daily basis for each day of unexcused delay in achieving completion of the work in the task order, based on the amount of four hundred dollars ($400) per Day, not including Sundays, or as otherwise specified in IFB #16-26. 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 all Projects in compliance with the Contract Documents an amount not-to-exceed **Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00)** in accordance with the unit costs in 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, the Mayor and Council may terminate this Construction Contract without further cost to the City by providing notice of such termination in writing to Contractor within thirty (30) days of the first day of that subsequent fiscal year.

Section 3.02. Payment Procedures.

(a) Applications for Payment.

(i) The Contractor shall submit to the Project Administrator 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, where retainage is required by the Chief of Construction Management.

(ii) The Project Administrator 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 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

No retainage will be withheld from monthly payments unless deemed necessary by the Chief of Construction Management. Should the Contractor fail to keep up with clean-up and restoration work, if

deemed necessary by the Chief of Construction Management, 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 (7) 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 (Construction 3/2022), or as otherwise provided in IFB #16-26, excluding Section II: General Conditions and Instructions to Bidders (Non-Construction – 3/2022).

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 subcontractor's 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 each Projects pursuant to the terms of a Task Order, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022).

(ii) No retainage will be withheld from payment unless deemed necessary by the Chief of Construction Management.

(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 Administrator:

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 Administrator.

(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 Administrator 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 and subject to the conditions for release of retainage in Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022), 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 that are identified in a Task Order as the Contractor's responsibility. 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 Administrator 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 Administrator 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 Administrator.

(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 Administrator 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 Administrator such reports concerning the Work as the Project Administrator 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 Administrator 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 #16-26, 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 6.01(a), and such certificates and endorsements shall be provided to the Risk Manager.

Section 6.02. Indemnification.

(a) 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:

(b) 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;

(c) 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

(d) 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.

(e) 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 the City hereunder therefore, and failure of the 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 three (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 corporation 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 Section 8.02(e), 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.

(h) Provisions Effective After Termination. 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)(i) 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: 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: Craig Simoneau, Director

To the Contractor:

_____
_____
_____

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:

City of Rockville
Dan Stevens
Chief, Construction Management
Telephone: (240) 743-7003
Office: 240-314-8552
dstevens@rockvillemd.gov

_____

_____

_____

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

_____ By: _____

Cynthia Walters, Acting City Attorney

Jeff Mihelich, City Manager

OLNEY MASONRY CORPORATION,

a Maryland corporation

By: _____

Miguel Passarinho, Vice President

EXHIBIT A

BID PRICING FORM

City of Rockville
Rockville, Maryland

INVITATION FOR BIDS #16-26

Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Bids Due by 2:00 PM (EST)
February 25, 2026

ISSUED BY:
Lawrence Hall
Procurement Department
City of Rockville, City Hall
111 Maryland Avenue, 1st Floor
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

A 5% Bid Bond is required for this Invitation for Bid

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at
240-314-8100, TDD 240-314-8137

MFD-V Outreach Program
It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) 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 economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to procurement@rockvillemd.gov or 240-314-8430.

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

ADDENDUM 1

DATE: January 30, 2026

REFERENCE: City of Rockville
Invitation for Bids:

IFB 16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Scheduled Bid Due Date: **Wednesday, February 25, 2026 at 2:00 P.M. (EST)**

Pre-Bid Conference Change:

1. **The new Pre-Bid Conference date is Wednesday, February 4, 2026 at 11:00 A.M. EST. Updated link provided below:**
   https://rockvillemd.webex.com/weblink/register/rfa5f840a05e8d968fe007a4e1064d72b

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

Olney Masonry, Corporation
Company Name

Authorized Signature

2/25/2026
Date

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Olney Masonry Corporation

6701 Ammendale Road Beltsville, MD 20705

as Principal, hereinafter called the Principal, and Western Surety Company

151 N. Franklin Street Chicago, IL 60606

a corporation duly organized under the laws of the State of SD
as Surety, hereinafter called the Surety, are held and firmly bound unto Mayor and Council of Rockville
111 Maryland Avenue Rockville, MD

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5% **),**
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure; IFB # 16-26

NOW, THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 25th **day of** February, 2026

(Witness)

Olney Masonry Corporation
(Principal) *(Seal)*
By:
(Title) Vice-President

Teandra Dickerson *(Witness)*

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Western Surety Company
(Surety) *(Seal)*
By:
(Title)
Natalie M. Jimenez , **Attorney-in-fact**
Surety Phone No. 312-822-6000

AIA DOCUMENT A310 • BID BOND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Natalie M. Jimenez , **Individually**

of Columbia, MD its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Olney Masonry Corporation
Obligee: Mayor and Council of Rockville

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of February , 2026 .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

STATE OF MARYLAND
Department of Assessments and Taxation

I, BOB YEAGER OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT OLNEY MASONRY CORPORATION (D02473536), INCORPORATED DECEMBER 28, 1987, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JANUARY 12, 2026.

Bob Yeager
Director

700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: kgD5HrXHVEqyGVrtkgQ4Jw
To verify the Authentication Code, visit http://dat.maryland.gov/verify

City of Rockville
IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

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)
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 reference form in attachment B?
	Did you complete the warranty/maintenance information?
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: 30 DAYS AFTER RECEIPT OF ORDER

PROMPT PAYMENT DISCOUNT: 0 % FOR PAYMENT WITHIN 30 DAYS

COMPANY LEGAL NAME: Olney Masonry, Corporation

ADDRESS: 6701 Ammendale Road Beltsville, MD 20705

SUBMITTED BY: _____ 2/25/2026
SIGN YOUR NAME DATE

Miguel Passarinho
PRINT YOUR NAME

TELEPHONE# 301-937-3200 FAX # 301-937-4366

E-MAIL ADDRESS: miguelp@olneymasonry.com FEDERAL ID#/OR SS# 52-1567372

For informational purposes only *– Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: X yes _____ no _____ I choose not to respond*

SECTION VI: REQUIRED FORMS

ATTACHMENT A

AFFIDAVIT

I hereby affirm that: I am the Vice President and the duly authorized representative of the firm of Olney Masonry, Corporation whose address is 6701 Ammendale Road, Beltsville, MD 20705

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 _____ **Date** 2/25/2026
Vice President

ATTACHMENT B

INVITATION FOR BID #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

CITY OF ROCKVILLE BIDDER REFERENCE FORM

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 performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. 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.

1. Company Name Prince George's County DPW&T

Address: 9400 Peppercorn Place, Suite 400, Largo, MD 20774

Contact Person: Adam Jiroun Current phone #: 301-883-5642

Email Address: amjiroun@co.pg.md.us

Contract Amount: 14,298,099.78 Name of your project supervisor: Orin Roberts

Description of Work Performed: Concrete Curbs & Gutter, Sidewalks, Driveway Aprons, Swales, Handicap Ramps, HMA Milling/paving, Strom Drain upgrades

2. Company Name City of Gaithersburg

Address: 800 Rabbitt Road, Gaithersburg, MD 20878

Contact Person: Sean Sorandes Current phone #: 240-805-1293

Email Address: sean.sorandes@gaithersburgmd.gov

Contract Amount: 2,442,133 Name of your project supervisor: Sean Sorandes

Description of Work Performed: Concrete Curbs & Gutter, Sidewalks, Driveway Aprons, Swales Handicap Ramps, HMA Milling/paving, Strom Drain upgrades

3. Company Name Frederick County

Address: 355 Montevue Lane, Suite 200, Frederick, MD 21702

Contact Person: Brandon Henderson Current phone #: 301-600-3569

Email Address: bhenderson@frederickcountymd.gov

Contract Amount: 1,600,000 Name of your project supervisor: Brandon Henderson

Description of Work Performed: Concrete Curbs & Gutter, Sidewalks, Driveway Aprons, Swales & Handicap Ramps

INVITATION FOR BIDS #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

SECTION V: BID PRICING FORM

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.

PRICING SHEETS IN SEPARATE DOCUMENTS

GRAND TOTAL IN WORDS Two Million Four Hundred Seventy-Nine Thousand Two Hundred Twenty-Five Dollars Zero Cents ($2,479,225.00)

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.

NONE

COMPLETE AND RETURN WITH BID

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	Remove, dispose & replace existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	6,000	$37.00	$222,000.00
2	Remove & dispose existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	100	$13.00	$1,300.00
3	Furnish & Install new Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	200	$25.00	$5,000.00
4	Furnish & install SHA Std. 620.02 Type A concrete curb & gutter (8" face) including excavation, backfill, topsoil, seed & mulch)	L. F.	100	$25.00	$2,500.00
5	Remove & dispose of existing temp. bituminous concrete curb.	L. F.	50	$5.00	$250.00
6	Install new temp. bituminous concrete curb. (SHA detail MD 615.01)	L. F.	50	$20.00	$1,000.00
7	Furnish & Install new SHA Std. 645.02 monolithic concrete median (height & width vary). Including saw cut existing surface, demolition of existing surface, excavation, refill, curing, etc.	C. Y.	20	$400.00	$8,000.00
8	Remove, dispose & replace existing Montg. Co. Std. 110.01, 4-inch thick concrete sidewalk, width varies. Including demol1tion, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	7,000	$93.00	$651,000.00

9	Remove & dispose of existing Montg. Co. Std. 110.01 ,4-inch thick concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	50	$10.00	$500.00
10	Furnish & Install new MC 110.01 concrete sidewalk, 4-inch thick, width varies, (including excavation, backfill, curing, topsoil, seed & mulch restoration)	S. Y.	1,000	$45.00	$45,000.00
11	Remove & dispose of existing asphalt sidewalks & paths, maximum 6-inch thick, width varies. (including demolition, excavation, backfill, topsoil, seed & mulch restoration)	S. Y.	50	$12.00	$600.00
12	Furnish & install detectable warning strips (ARMOR-TILE) Tactile System or approved equal for ADA compliance on curb ramps.	S. F.	200	$35.00	$7,000.00
13	Concrete grinding of sidewalk trip hazards as per Technical Specifications	L. F.	1,000	$10.00	$10,000.00
14	Remove & dispose of existing 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$13.00	$650.00
15	Remove & dispose of existing 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$13.00	$650.00
16	Remove, dispose & replace existing 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	2,000	$95.00	$190,000.00

17	Remove, dispose & replace existing 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	400	$108.00	$43,200.00
18	Furnish & install new 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	100	$54.00	$5,400.00
19	Furnish & install new 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$63.00	$3,150.00
20	Remove, dispose & replace existing 4-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	$150.00	$150,000.00
21	Furnish & Install new 4-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	$125.00	$125,000.00
22	Remove, dispose & replace existing 7-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	$180.00	$180,000.00
23	Furnish & Install new 7-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	$150.00	$150,000.00
24	Remove & dispose of existing asphalt roadway paving and subgrade.	C. Y.	100	$45.00	$4,500.00
25	Saw cut existing asphalt or concrete to full depth of the existing thickness when directed by the City Inspector. *Generally, saw cutting is incidental to all removal costs.*	L. F.	100	$3.00	$300.00

26	Remove, dispose & replace existing reinforced concrete inlet tops, including front angle irons, manhole frame & cover and field paint all metal surfaces.	S. Y.	50	$95.00	$4,750.00
27	Remove, dispose & replace existing concrete inlet throat, including top slab support.	L. F.	50	$40.00	$2,000.00
28	Furnish & install MSHA Hot Mix Asphalt base course for small patches as per SHA Specifications, Section 505 (25mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	$125.00	$25,000.00
29	Furnish & install MSHA Hot Mix Asphalt surface course for small patches as per SHA Specifications, Section 505 (12.5mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	$125.00	$12,500.00
30	Furnish & install MSHA Hot Mix Asphalt base course for large patches as per SHA Specifications, Section 505 (25mm size agg) by machine. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	$125.00	$25,000.00
31	Furnish & install MSHA Hot Mix Asphalt surface course for large patches as per SHA Specifications, Section 505 (12.5mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	$125.00	$12,500.00
32	Furnish & install Graded Aggregate Base (GAB) in trenches & patches as directed, including earth excavation, excess disposal off site, compaction, etc.	TON	100	$50.00	$5,000.00
33	Furnish & install MSHA Hot Mix Asphalt for pathways, 2-inch asphalt surface (9.5mm) and 4-inch asphalt base (25mm) including compaction. (excavation & grading not included)	TON	200	$125.00	$25,000.00

34	Furnish & install sod, complete, in place per WSSC Specifications, section 02930	S. Y.	100	$12.00	$1,200.00
35	Furnish & install seed & mulch restoration where directed by the City Inspector, per SHA specifications. *Generally, seed & mulch restoration is incidental to all pay items. Does not*	S. Y.	100	$5.00	$500.00
36	Furnish & install clean, screened, natural topsoil, including subgrade preparation, placement, spreading, surface preparation, in accordance with MSHA Std. Specs, Section 705.	TON	100	$60.00	$6,000.00
37	Furnish, install & compact select borrow backfill material per MDSHA specifications. *Minimum 105 PCF unit weight required*	TON	50	$40.00	$2,000.00
38	Furnish & install MDSHA (min 9-inch thick) Portland Cement Concrete Paving, in place, per MDSHA specs., including longitudinal ties, excavation,	C. Y.	50	$275.00	$13,750.00
39	Remove & replace existing brick masonry channels in manholes & inlets, including all disposal off-site.	C. F.	50	$35.00	$1,750.00
40	Remove & replace existing brick retaining walls, to match existing, including all labor & materials. *For spot repairs only.*	C. F.	50	$55.00	$2,750.00
41	Provide & install masonry unit block retaining wall system, including aggregate base leveling course, ties, reinforcing, installed per Manufactures requirements. Max height of wall to be 4-feet. Includes all excavation, filter cloth, gravel drain backfill, Block to be Keystone, standard unit, straight face, buff color.	SQ. FT. / Vertical wall face	500	$40.00	$20,000.00
42	Furnish, install & fill various sizes of vinyl coated wire gabion baskets, per City Specifications. Includes excavation, compaction of subgrade, leveling and stacking of baskets, rip-rap stone placement and filter cloth.	C. Y.	20	$90.00	$1,800.00

43	Furnish & install MDSHA #57 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	$50.00	$2,500.00
44	Furnish & install MDSHA #2 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	$50.00	$2,500.00
45	Provide variable message board (VMS), including delivery, installation, set-up, programming, maintenance & appurtenances and removal for continuous 24-hour operational daily use. *Each VMS to be solar powered, 3-line message face, full sized, trailer mounted.*	Each/day	100	$30.00	$3,000.00
46	Miscellaneous unclassified earth excavation, including stock piling of existing material for re-use, & disposal off-site of excess.	C. Y.	100	$30.00	$3,000.00
GRAND TOTAL					$1,979,500.00

<u>*STIPULATED ITEMS*</u> *(Do not provide pricing)*
By submittal of this bid document, the Bidder hereby agrees to and accepts the prices stipulated in the following items

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
47	Furnish & install Hot Mix Asphalt for Speed Humps per Montgomery Co. Detail shown in Appendix A	Each	1	$4,500.00	XX
48	Vertically adjust sanitary sewer manhole frame & cover up to 4-inches, per COR standard detail SM-1, Inc. all labor and materials	Each	1	$500.00	XX

49	Vertically adjust water valve box frame & cover up to 4-inches, per COR standard detail WV-1 Inc. all labor and materials	Each	1	$400.00	XX
50	Vertically adjust water meter crock frame & cover up to 4-inches per WSSC Specifications Inc. all labor and	Each	1	$500.00	XX
51	Vertically adjust sanitary sewer house connection cleanout lid up to 4-inches per WSSC Specifications Inc. all labor and materials	Each	1	$500.00	XX
52	Furnish & install / construct 4-foot diameter manhole per WSSC Std. det. S-3.0 and per WSSC specifications	V. F.	1	$1,000.00	XX
53	Furnish & install / construct standard type C endwall per MDSHA det. MD354.01	C. Y.	1	$2,000.00	XX
54	Furnish & install / construct standard WR inlet per MDSHA std. det. MD374.04	Each	1	$9,000.00	XX
55	Furnish & install / construct standard COG inlet, 5-foot throat only, per MDSHA std. det. MD374.31	Each	1	$8,000.00	XX
56	Furnish & install / construct standard COS inlet, 5-foot throat only, per MDSHA std. det. MD374.41	Each	1	$8,000.00	XX
57	Furnish & install / construct standard single or double opening type K inlet with grate, per MDSHA std. det. MD378.11	Each	1	$6,000.00	XX
58	Construct WSSC standard field connection (up to 21-inch diameter RCP) complete, in-place, including earth excavation, backfill and compaction.	Each	1	$2,000	XX
59	Construct concrete stairs per MDSHA Std. MD657.00, complete, in-place, including earth excavation and backfill, as directed.	C. Y.	1	$1,500.00	XX
60	Furnish and install 15-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$300.00	XX

61	Furnish and install 18-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$350.00	XX
62	Furnish and install 21-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$425.00	XX
63	Furnish and install 24-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$500.00	XX
64	Rock Excavation as directed	C. Y.	1	$400.00	XX
65	Miscellaneous and test pit excavation BY HAND as directed	V. F.	1	$200.00	XX
66	Furnish and install asphaltic "cold-mix" material, including compaction for temporary patches as directed	TON	1	$300.00	XX
67	Furnish, install and maintain "gutter buddy" or approved equal for inlet protection as directed.	Each	1	$600.00	XX
68	Furnish and install silt fence (entrenched)	L. F.	1	$10.00	XX
69	Furnish and install plastic green tree save fence and/or orange safety fence as directed	L. F.	1	$10.00	XX
70	Provide pressure injected epoxy crack repair as described in Technical Specification.	L. F.	1	$150.00	XX
71	Provide trowel Graded Mortar Repairs as described in Technical Specification.	C. F.	1	$350.00	XX

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	**Remove and Dispose** of exist. Temp. Asphalt repairs or patches	SY	50	$10.00	$500.00
2	**Remove, Re-grade and Replace** existing unit pavers or brick pavers to re-establish proper grade or cross-slope.	SY	1,500	$162.00	Type text here $243,000.00
3	**Remove and Dispose** of existing concrete or asphalt sidewalks including minor re-grading as necessary	SY	1,000	$9.00	$9,000.00
4	**Remove and Dispose** of existing brick or unit pavers	SY	100	$90.00	$9,000.00
5	Remove and dispose of unsuitable earth or subgrade material	CY	100	$50.00	$5,000.00
6	**Furnish and Install** Graded Aggregate Base (GAB)	TONS	200	$35.00	$7,000.00
7	**Furnish and Install** miscellaneous concrete for curb and gutter and 4" finished sidewalk curb ramps	CY	10	$450.00	$4,500.00
8	**Furnish and Install** unfinished concrete for brick and unit paver base	CY	50	$600.00	$30,000.00
9	**Furnish and Install** select earth backfill including compaction	CY	10	$65.00	$650.00
10	**Furnish and Install** Amerigrid EL130-660	SY	100	$5.00	$500.00
11a	**Furnish and Install** new 2" unit pavers, including sand leveling course & joints as specified.	SY	200	$135.00	$27,000.00
11b	**Furnish and Install** new 3" unit pavers, including sand leveling course & joints as specified	SY	400	$140.00	$56,000.00
12	**Furnish and Install** Mirafi 600X Sand retention Fabric	SY	100	$5.00	$500.00
13	**Furnish and Install** seed and mulch for restoration when directed by the City.	SY	500	$3.00	$1,500.00
14	**Furnish and Install** Sod when directed by the City.	SY	100	$8.00	$800.00
15	**Furnish, Install, and Maintain** Inlet protection	EACH	1	$275.00	$275.00

16	**Furnish and Install** ScreenedTopsoil	SY	500	$7.00	$3,500.00
17	**Furnish and Install** joint sand to existing paver joints. (Excludes new paver installations) less than 100 S.Y.	SY	100	$15.00	$1,500.00
18	**Furnish and Install** joint sand to existing paver joints (Excludes new paver installation) greater than 100 S.Y.	SY	5,000	$10.00	$50,000.00
19	Saw cut existing asphalt pavement	LF	500	$4.00	$2,000.00
20	**Remove and Re-install** existing Granite curb (including additional backfill to re-establish grade	LF	500	$40.00	$20,000.00
21	**Repair, Reconstruct, Construct** brick retaining walls	SFVF	500	$55.00	$27,500.00
	GRAND TOTAL				$499,725.00

ROCKVILLE, MARYLAND
CONSTRUCTION CONTRACT

CONSTRUCTION, REPAIR, AND MAINTENANCE OF VARIOUS TYPES OF BRICK SIDEWALKS AND ROADWAYS

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**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the "**Mayor and Council**" or "**City**"), and **OLNEY MASONRY CORPORATION**, a Maryland corporation (the "**Contractor**"). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the "**Party**," or collectively as the "**Parties**."

R E C I T A L S

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 corporation duly organized and in good standing in the state of Maryland, 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,** the Mayor and Council desires to procure, on behalf of the Department of Public Works, labor, materials, equipment, tools, and services for construction, repair, and maintenance of various types of brick sidewalks and roadways on a pre-scheduled basis and as needs arise as it serves the best interest of the City; and

D. **WHEREAS,** in accordance with the City of Rockville Procurement Ordinance, on January 26, 2026 , the Department of Procurement issued IFB #16-26 for construction, repair, and maintenance of concrete and brick infrastructure and associated improvements, which work was divided into two groups: Group I, focused on concrete infrastructure, and Group II, focused on brick sidewalks and roadways; and

E. **WHEREAS,** in accordance with the Procurement Ordinance, on February 25, 2026 , the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #16-26, including the bid submitted by Contractor, and on February 25, 2026, in accordance with the Procurement Ordinance, the Department of Procurement determined Contractor to be among the two lowest responsive and responsible bidders; and

F. **WHEREAS**, on May 1, 2026, the Department of Procurement issued a notice to all responsive bidders that the General Conditions and Instructions to Bidders (Non-Construction-3/2/2022) in IFB #16-26 would be replaced by the City's General Conditions and Instructions to Bidders (Construction 3/2022); and

G. **WHEREAS**, by e-mail dated May7 , 2026, Contractor accepted the substitution of the General Conditions and Instructions to Bidders (Construction 3/2022); and

H. **WHEREAS,** on _____, 2026, in accordance with Section 17-39(a) of the Procurement Ordinance, the Mayor and Council authorized the expenditure of a total amount not to exceed

$1,000,000.00 for work to be performed under IFB 16-26, Group II, such amount to be allocated between Contractor and a second contractor; and

I. **WHEREAS,** on _____, 2026, 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.

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

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 (Construction 3/2022). 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 Administrator. 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.

"*Chief of Construction Management*" means the person designated as the Chief of Construction Management by the Director of the City's Department of Public Works.

"*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.

"*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 #16-26 – Addendum #1
4. IFB #16-26 – Drawings
5. IFB #16-26 – Special Provisions
6. IFB #16-26 – Technical Specifications/Scope of Work
7. Task Order
8. General Conditions and Instructions to Bidders (Construction 3/2022)
9. IFB #16-26 – Appendices, Announcement, Description and General Information
10. Contractor Bid
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 Olney Masonry Corporation, a corporation in good standing organized under the laws of Maryland.

"*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 Contract or an associated Task Order 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 pursuant to a Task Order, 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 #16-26*" means the Invitation for Bids #16-26 issued by the Department of Procurement on January 26, 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 cumulative Work described in a Task Order at the rates represented on the Contractor's Bid.

"*Project Administrator"* means the Project Administrator identified in Section 2.02 of this Construction Contract, or such other City staff person as may be designated by the Director of the City's Department of Public Works to supervise a 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 identified in a Task Order where a Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

"*Substantial Completion*" means a 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 (Construction 3/2022).

"*Task Order*" means a written notice provided by the City to the Contractor of work to be completed in accordance with Construction Contract terms. The Task Order will describe the project, specify the date, time, and location of the preconstruction meeting, establish the construction schedule (start and end), include a set of construction drawings and provide the name of the approved material supplier, if applicable.

"*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 a Project under Group II of IFB #16-26, 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 January 1, 2027. The City reserves the right to extend this Construction Contract for a period of up to twelve (12) additional months and to renew the Contract for up to four (4) additional one (1) year periods, by notifying Contractor of such extension or renewal and confirmation of pricing in writing at least 60 days before the end of the term of this Contract and subject to Mayor and Council appropriation of adequate funds.

Section 2.02. Project Administrators. The following staff member of the Public Works Department is the City's designated "**Project Administrator**":

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

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

Section 2.03. Work. Contractor herein is among a call list of contractors to perform Work as needed at agreed prices. There is no guarantee of Work under this Contract. The City has elected not to designate a primary Contractor and reserves the right to schedule Work with any or all of selected Contractors at the sole discretion of the City as it serves the best interest of the City. Just as there is no guarantee of Work, Contractor is not required to accept a Task Order. Contractor may decline a Task Order without risk of being removed from the call list.

Section 2.04. Performance of Work. The Contractor agrees to perform all Work required for Final Completion of a Project, as specified in the Contract Documents and any associated Task Order. 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) Work Schedule. Contractor agrees to provide Work under the Contract on an as-needed basis. The City shall request performance of Work under this Contract by submitting to Contractor a Task Order, which may be transmitted by e-mail. Contractor must acknowledge receipt of the Task Order in writing within two (2) Working Days of the City's transmittal and must request any clarifications or modifications to the Work request within five (5) Working Days of the City's transmittal. Within ten (10)

Working Days of the City's transmittal of the Task Order, Contractor shall commence the Work as stipulated by the Task Order, unless the Project Manager agrees to accept a subsequent modification.

(i) Any work performed outside the scope of a work request is at the Contractor's risk and faces the probability of delayed or denied payment.

(ii) Any agreements or stipulations in a request for services or response that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

(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 Administrator 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 Administrator 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 Administrator 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 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 Administrator 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 (Construction 3/2022).

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Administrator 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 to meet the assigned start or completion date of a Task Order, the Mayor and Council may assess liquidated damages on a daily basis for each day of unexcused delay in achieving completion of the work in the task order, based on the amount of four hundred dollars ($400) per Day, not including Sundays, or as otherwise specified in IFB #16-26. 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 all Projects in compliance with the Contract Documents, and subject to Section 2.03, an amount not-to-exceed **One Million and 00/100 Dollars ($1,000,000.00)** in accordance with the unit costs in 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, the Mayor and Council may terminate this Construction Contract without further cost to the City by providing notice of such termination in writing to Contractor within thirty (30) days of the first day of that subsequent fiscal year.

Section 3.02. Payment Procedures.

(a) Applications for Payment.

(i) The Contractor shall submit to the Project Administrator 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, where retainage is required by the Chief of Construction Management.

(ii) The Project Administrator 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 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

No retainage will be withheld from monthly payments unless deemed necessary by the Chief of Construction Management. Should the Contractor fail to keep up with clean-up and restoration work, if

deemed necessary by the Chief of Construction Management, 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 (7) 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 (Construction 3/2022), or as otherwise provided in IFB #16-26, excluding Section II: General Conditions and Instructions to Bidders (Non-Construction – 3/2022).

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 subcontractor's 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 each Projects pursuant to the terms of a Task Order, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022).

(ii) No retainage will be withheld from payment unless deemed necessary by the Chief of Construction Management.

(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 Administrator:

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 Administrator.

(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 Administrator 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 and subject to the conditions for release of retainage in Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022), 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 that are identified in a Task Order as the Contractor's responsibility. 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 Administrator 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 Administrator 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 Administrator.

(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 Administrator 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 Administrator such reports concerning the Work as the Project Administrator 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 Administrator 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 #16-26, 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 6.01(a), and such certificates and endorsements shall be provided to the Risk Manager.

Section 6.02. Indemnification.

(a) 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:

(b) 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;

(c) 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

(d) 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.

(e) 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 the City hereunder therefore, and failure of the 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 three (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 corporation 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 Section 8.02(e), 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.

(h) Provisions Effective After Termination. 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)(i) 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: 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: Craig Simoneau, Director

To the Contractor:

_____
_____
_____

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:

City of Rockville
Dan Stevens
Chief, Construction Management
Telephone: (240) 743-7003
Office: 240-314-8552
dstevens@rockvillemd.gov

_____

_____

_____

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

_____ By: _____

Cynthia Walters, Acting City Attorney

Jeff Mihelich, City Manager

OLNEY MASONRY CORPORATION,

a Maryland corporation

By: _____

Miguel Passarinho, Vice President

EXHIBIT A

BID PRICING FORM

City of Rockville
Rockville, Maryland

INVITATION FOR BIDS #16-26

Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Bids Due by 2:00 PM (EST)
February 25, 2026

ISSUED BY:
Lawrence Hall
Procurement Department
City of Rockville, City Hall
111 Maryland Avenue, 1st Floor
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

A 5% Bid Bond is required for this Invitation for Bid

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at
240-314-8100, TDD 240-314-8137

MFD-V Outreach Program
It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) 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 economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to procurement@rockvillemd.gov or 240-314-8430.

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

ADDENDUM 1

DATE: January 30, 2026

REFERENCE: City of Rockville
Invitation for Bids: **IFB 16-26**
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Scheduled Bid Due Date: **Wednesday, February 25, 2026 at 2:00 P.M. (EST)**

Pre-Bid Conference Change:

1. **The new Pre-Bid Conference date is Wednesday, February 4, 2026 at 11:00 A.M. EST. Updated link provided below:**
   https://rockvillemd.webex.com/weblink/register/rfa5f840a05e8d968fe007a4e1064d72b

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

Olney Masonry, Corporation
Company Name

Authorized Signature

2/25/2026
Date

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Olney Masonry Corporation

6701 Ammendale Road Beltsville, MD 20705

as Principal, hereinafter called the Principal, and Western Surety Company

151 N. Franklin Street Chicago, IL 60606

a corporation duly organized under the laws of the State of SD
as Surety, hereinafter called the Surety, are held and firmly bound unto Mayor and Council of Rockville
111 Maryland Avenue Rockville, MD

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5% **),**
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure; IFB # 16-26

NOW, THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 25th **day of** February, 2026

(Witness)

Olney Masonry Corporation
(Principal) (Seal)

By:
(Title) Vice-President

Teandra Dickerson (Witness)

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Western Surety Company
(Surety) (Seal)

By:
(Title)
Natalie M. Jimenez , Attorney-in-fact
Surety Phone No. 312-822-6000

AIA DOCUMENT A310 • BID BOND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Natalie M. Jimenez , **Individually**

of Columbia, MD its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Olney Masonry Corporation
Obligee: Mayor and Council of Rockville

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of February , 2026 .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

STATE OF MARYLAND
Department of Assessments and Taxation

I, BOB YEAGER OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT OLNEY MASONRY CORPORATION (D02473536), INCORPORATED DECEMBER 28, 1987, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JANUARY 12, 2026.

Bob Yeager
Director

700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: kgD5HrXHVEqyGVrtkgQ4Jw
To verify the Authentication Code, visit http://dat.maryland.gov/verify

City of Rockville
IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

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)
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 reference form in attachment B?
	Did you complete the warranty/maintenance information?
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: 30 DAYS AFTER RECEIPT OF ORDER

PROMPT PAYMENT DISCOUNT: 0 % FOR PAYMENT WITHIN 30 DAYS

COMPANY LEGAL NAME: Olney Masonry, Corporation

ADDRESS: 6701 Ammendale Road Beltsville, MD 20705

SUBMITTED BY: _____ 2/25/2026
SIGN YOUR NAME DATE

Miguel Passarinho
PRINT YOUR NAME

TELEPHONE# 301-937-3200 FAX # 301-937-4366

E-MAIL ADDRESS: miguelp@olneymasonry.com FEDERAL ID#/OR SS# 52-1567372

For informational purposes only *– Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business:* X *yes* _____ *no* _____ *I choose not to respond*

SECTION VI: REQUIRED FORMS

ATTACHMENT A

AFFIDAVIT

I hereby affirm that: I am the Vice President and the duly authorized representative of the firm of Olney Masonry, Corporation whose address is 6701 Ammendale Road, Beltsville, MD 20705

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 _____ **Date** 2/25/2026
Vice President

ATTACHMENT B

INVITATION FOR BID #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

CITY OF ROCKVILLE BIDDER REFERENCE FORM

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 performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. 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.

1. Company Name Prince George's County DPW&T

Address: 9400 Peppercorn Place, Suite 400, Largo, MD 20774

Contact Person: Adam Jiroun Current phone #: 301-883-5642

Email Address: amjiroun@co.pg.md.us

Contract Amount: 14,298,099.78 Name of your project supervisor: Orin Roberts

Description of Work Performed: Concrete Curbs & Gutter, Sidewalks, Driveway Aprons, Swales, Handicap Ramps, HMA Milling/paving, Strom Drain upgrades

2. Company Name City of Gaithersburg

Address: 800 Rabbitt Road, Gaithersburg, MD 20878

Contact Person: Sean Sorandes Current phone #: 240-805-1293

Email Address: sean.sorandes@gaithersburgmd.gov

Contract Amount: 2,442,133 Name of your project supervisor: Sean Sorandes

Description of Work Performed: Concrete Curbs & Gutter, Sidewalks, Driveway Aprons, Swales Handicap Ramps, HMA Milling/paving, Strom Drain upgrades

3. Company Name Frederick County

Address: 355 Montevue Lane, Suite 200, Frederick, MD 21702

Contact Person: Brandon Henderson Current phone #: 301-600-3569

Email Address: bhenderson@frederickcountymd.gov

Contract Amount: 1,600,000 Name of your project supervisor: Brandon Henderson

Description of Work Performed: Concrete Curbs & Gutter, Sidewalks, Driveway Aprons, Swales & Handicap Ramps

INVITATION FOR BIDS #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

SECTION V: BID PRICING FORM

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.

PRICING SHEETS IN SEPARATE DOCUMENTS

GRAND TOTAL IN WORDS Two Million Four Hundred Seventy-Nine Thousand Two Hundred Twenty-Five Dollars Zero Cents ($2,479,225.00)

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.

NONE

COMPLETE AND RETURN WITH BID

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	Remove, dispose & replace existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	6,000	$37.00	$222,000.00
2	Remove & dispose existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	100	$13.00	$1,300.00
3	Furnish & Install new Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	200	$25.00	$5,000.00
4	Furnish & install SHA Std. 620.02 Type A concrete curb & gutter (8" face) including excavation, backfill, topsoil, seed & mulch)	L. F.	100	$25.00	$2,500.00
5	Remove & dispose of existing temp. bituminous concrete curb.	L. F.	50	$5.00	$250.00
6	Install new temp. bituminous concrete curb. (SHA detail MD 615.01)	L. F.	50	$20.00	$1,000.00
7	Furnish & Install new SHA Std. 645.02 monolithic concrete median (height & width vary). Including saw cut existing surface, demolition of existing surface, excavation, refill, curing, etc.	C. Y.	20	$400.00	$8,000.00
8	Remove, dispose & replace existing Montg. Co. Std. 110.01, 4-inch thick concrete sidewalk, width varies. Including demol1tion, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	7,000	$93.00	$651,000.00

9	Remove & dispose of existing Montg. Co. Std. 110.01 ,4-inch thick concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	50	$10.00	$500.00
10	Furnish & Install new MC 110.01 concrete sidewalk, 4-inch thick, width varies, (including excavation, backfill, curing, topsoil, seed & mulch restoration)	S. Y.	1,000	$45.00	$45,000.00
11	Remove & dispose of existing asphalt sidewalks & paths, maximum 6-inch thick, width varies. (including demolition, excavation, backfill, topsoil, seed & mulch restoration)	S. Y.	50	$12.00	$600.00
12	Furnish & install detectable warning strips (ARMOR-TILE) Tactile System or approved equal for ADA compliance on curb ramps.	S. F.	200	$35.00	$7,000.00
13	Concrete grinding of sidewalk trip hazards as per Technical Specifications	L. F.	1,000	$10.00	$10,000.00
14	Remove & dispose of existing 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$13.00	$650.00
15	Remove & dispose of existing 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$13.00	$650.00
16	Remove, dispose & replace existing 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	2,000	$95.00	$190,000.00

17	Remove, dispose & replace existing 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	400	$108.00	$43,200.00
18	Furnish & install new 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	100	$54.00	$5,400.00
19	Furnish & install new 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$63.00	$3,150.00
20	Remove, dispose & replace existing 4-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	$150.00	$150,000.00
21	Furnish & Install new 4-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	$125.00	$125,000.00
22	Remove, dispose & replace existing 7-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	$180.00	$180,000.00
23	Furnish & Install new 7-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	$150.00	$150,000.00
24	Remove & dispose of existing asphalt roadway paving and subgrade.	C. Y.	100	$45.00	$4,500.00
25	Saw cut existing asphalt or concrete to full depth of the existing thickness when directed by the City Inspector. *Generally, saw cutting is incidental to all removal costs.*	L. F.	100	$3.00	$300.00

26	Remove, dispose & replace existing reinforced concrete inlet tops, including front angle irons, manhole frame & cover and field paint all metal surfaces.	S. Y.	50	$95.00	$4,750.00
27	Remove, dispose & replace existing concrete inlet throat, including top slab support.	L. F.	50	$40.00	$2,000.00
28	Furnish & install MSHA Hot Mix Asphalt base course for small patches as per SHA Specifications, Section 505 (25mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	$125.00	$25,000.00
29	Furnish & install MSHA Hot Mix Asphalt surface course for small patches as per SHA Specifications, Section 505 (12.5mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	$125.00	$12,500.00
30	Furnish & install MSHA Hot Mix Asphalt base course for large patches as per SHA Specifications, Section 505 (25mm size agg) by machine. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	$125.00	$25,000.00
31	Furnish & install MSHA Hot Mix Asphalt surface course for large patches as per SHA Specifications, Section 505 (12.5mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	$125.00	$12,500.00
32	Furnish & install Graded Aggregate Base (GAB) in trenches & patches as directed, including earth excavation, excess disposal off site, compaction, etc.	TON	100	$50.00	$5,000.00
33	Furnish & install MSHA Hot Mix Asphalt for pathways, 2-inch asphalt surface (9.5mm) and 4-inch asphalt base (25mm) including compaction. (excavation & grading not included)	TON	200	$125.00	$25,000.00

34	Furnish & install sod, complete, in place per WSSC Specifications, section 02930	S. Y.	100	$12.00	$1,200.00
35	Furnish & install seed & mulch restoration where directed by the City Inspector, per SHA specifications. *Generally, seed & mulch restoration is incidental to all pay items. Does not*	S. Y.	100	$5.00	$500.00
36	Furnish & install clean, screened, natural topsoil, including subgrade preparation, placement, spreading, surface preparation, in accordance with MSHA Std. Specs, Section 705.	TON	100	$60.00	$6,000.00
37	Furnish, install & compact select borrow backfill material per MDSHA specifications. *Minimum 105 PCF unit weight required*	TON	50	$40.00	$2,000.00
38	Furnish & install MDSHA (min 9-inch thick) Portland Cement Concrete Paving, in place, per MDSHA specs., including longitudinal ties, excavation,	C. Y.	50	$275.00	$13,750.00
39	Remove & replace existing brick masonry channels in manholes & inlets, including all disposal off-site.	C. F.	50	$35.00	$1,750.00
40	Remove & replace existing brick retaining walls, to match existing, including all labor & materials. *For spot repairs only.*	C. F.	50	$55.00	$2,750.00
41	Provide & install masonry unit block retaining wall system, including aggregate base leveling course, ties, reinforcing, installed per Manufactures requirements. Max height of wall to be 4-feet. Includes all excavation, filter cloth, gravel drain backfill, Block to be Keystone, standard unit, straight face, buff color.	SQ. FT. / Vertical wall face	500	$40.00	$20,000.00
42	Furnish, install & fill various sizes of vinyl coated wire gabion baskets, per City Specifications. Includes excavation, compaction of subgrade, leveling and stacking of baskets, rip-rap stone placement and filter cloth.	C. Y.	20	$90.00	$1,800.00

43	Furnish & install MDSHA #57 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	$50.00	$2,500.00
44	Furnish & install MDSHA #2 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	$50.00	$2,500.00
45	Provide variable message board (VMS), including delivery, installation, set-up, programming, maintenance & appurtenances and removal for continuous 24-hour operational daily use. *Each VMS to be solar powered, 3-line message face, full sized, trailer mounted.*	Each/day	100	$30.00	$3,000.00
46	Miscellaneous unclassified earth excavation, including stock piling of existing material for re-use, & disposal off-site of excess.	C. Y.	100	$30.00	$3,000.00
GRAND TOTAL					$1,979,500.00

STIPULATED ITEMS *(Do not provide pricing)*

By submittal of this bid document, the Bidder hereby agrees to and accepts the prices stipulated in the following items

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
47	Furnish & install Hot Mix Asphalt for Speed Humps per Montgomery Co. Detail shown in Appendix A	Each	1	$4,500.00	XX
48	Vertically adjust sanitary sewer manhole frame & cover up to 4-inches, per COR standard detail SM-1, Inc. all labor and materials	Each	1	$500.00	XX

49	Vertically adjust water valve box frame & cover up to 4-inches, per COR standard detail WV-1 Inc. all labor and materials	Each	1	$400.00	XX
50	Vertically adjust water meter crock frame & cover up to 4-inches per WSSC Specifications Inc. all labor and	Each	1	$500.00	XX
51	Vertically adjust sanitary sewer house connection cleanout lid up to 4-inches per WSSC Specifications Inc. all labor and materials	Each	1	$500.00	XX
52	Furnish & install / construct 4-foot diameter manhole per WSSC Std. det. S-3.0 and per WSSC specifications	V. F.	1	$1,000.00	XX
53	Furnish & install / construct standard type C endwall per MDSHA det. MD354.01	C. Y.	1	$2,000.00	XX
54	Furnish & install / construct standard WR inlet per MDSHA std. det. MD374.04	Each	1	$9,000.00	XX
55	Furnish & install / construct standard COG inlet, 5-foot throat only, per MDSHA std. det. MD374.31	Each	1	$8,000.00	XX
56	Furnish & install / construct standard COS inlet, 5-foot throat only, per MDSHA std. det. MD374.41	Each	1	$8,000.00	XX
57	Furnish & install / construct standard single or double opening type K inlet with grate, per MDSHA std. det. MD378.11	Each	1	$6,000.00	XX
58	Construct WSSC standard field connection (up to 21-inch diameter RCP) complete, in-place, including earth excavation, backfill and compaction.	Each	1	$2,000	XX
59	Construct concrete stairs per MDSHA Std. MD657.00, complete, in-place, including earth excavation and backfill, as directed.	C. Y.	1	$1,500.00	XX
60	Furnish and install 15-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$300.00	XX

61	Furnish and install 18-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$350.00	XX
62	Furnish and install 21-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$425.00	XX
63	Furnish and install 24-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$500.00	XX
64	Rock Excavation as directed	C. Y.	1	$400.00	XX
65	Miscellaneous and test pit excavation BY HAND as directed	V. F.	1	$200.00	XX
66	Furnish and install asphaltic "cold-mix" material, including compaction for temporary patches as directed	TON	1	$300.00	XX
67	Furnish, install and maintain "gutter buddy" or approved equal for inlet protection as directed.	Each	1	$600.00	XX
68	Furnish and install silt fence (entrenched)	L. F.	1	$10.00	XX
69	Furnish and install plastic green tree save fence and/or orange safety fence as directed	L. F.	1	$10.00	XX
70	Provide pressure injected epoxy crack repair as described in Technical Specification.	L. F.	1	$150.00	XX
71	Provide trowel Graded Mortar Repairs as described in Technical Specification.	C. F.	1	$350.00	XX

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	**Remove and Dispose** of exist. Temp. Asphalt repairs or patches	SY	50	$10.00	$500.00
2	**Remove, Re-grade and Replace** existing unit pavers or brick pavers to re-establish proper grade or cross-slope.	SY	1,500	$162.00	Type text here $243,000.00
3	**Remove and Dispose** of existing concrete or asphalt sidewalks including minor re-grading as necessary	SY	1,000	$9.00	$9,000.00
4	**Remove and Dispose** of existing brick or unit pavers	SY	100	$90.00	$9,000.00
5	Remove and dispose of unsuitable earth or subgrade material	CY	100	$50.00	$5,000.00
6	**Furnish and Install** Graded Aggregate Base (GAB)	TONS	200	$35.00	$7,000.00
7	**Furnish and Install** miscellaneous concrete for curb and gutter and 4" finished sidewalk curb ramps	CY	10	$450.00	$4,500.00
8	**Furnish and Install** unfinished concrete for brick and unit paver base	CY	50	$600.00	$30,000.00
9	**Furnish and Install** select earth backfill including compaction	CY	10	$65.00	$650.00
10	**Furnish and Install** Amerigrid EL130-660	SY	100	$5.00	$500.00
11a	**Furnish and Install** new 2" unit pavers, including sand leveling course & joints as specified.	SY	200	$135.00	$27,000.00
11b	**Furnish and Install** new 3" unit pavers, including sand leveling course & joints as specified	SY	400	$140.00	$56,000.00
12	**Furnish and Install** Mirafi 600X Sand retention Fabric	SY	100	$5.00	$500.00
13	**Furnish and Install** seed and mulch for restoration when directed by the City.	SY	500	$3.00	$1,500.00
14	**Furnish and Install** Sod when directed by the City.	SY	100	$8.00	$800.00
15	**Furnish, Install, and Maintain** Inlet protection	EACH	1	$275.00	$275.00

16	**Furnish and Install** ScreenedTopsoil	SY	500	$7.00	$3,500.00
17	**Furnish and Install** joint sand to existing paver joints. (Excludes new paver installations) less than 100 S.Y.	SY	100	$15.00	$1,500.00
18	**Furnish and Install** joint sand to existing paver joints (Excludes new paver installation) greater than 100 S.Y.	SY	5,000	$10.00	$50,000.00
19	Saw cut existing asphalt pavement	LF	500	$4.00	$2,000.00
20	**Remove and Re-install** existing Granite curb (including additional backfill to re-establish grade	LF	500	$40.00	$20,000.00
21	**Repair, Reconstruct, Construct** brick retaining walls	SFVF	500	$55.00	$27,500.00
	GRAND TOTAL				$499,725.00

City of Rockville
Rockville, Maryland

INVITATION FOR BIDS #16-26

Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Bids Due by 2:00 PM (EST)
February 25, 2026

ISSUED BY:
Lawrence Hall
Procurement Department
City of Rockville, City Hall
111 Maryland Avenue, 1st Floor
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

A 5% Bid Bond is required for this Invitation for Bid

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at
240-314-8100, TDD 240-314-8137

MFD-V Outreach Program
It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) 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 economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to procurement@rockvillemd.gov or 240-314-8430.

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

ADDENDUM 1

DATE: January 30, 2026

REFERENCE: City of Rockville
Invitation for Bids: **IFB 16-26**
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

Scheduled Bid Due Date: **Wednesday, February 25, 2026 at 2:00 P.M. (EST)**

Pre-Bid Conference Change:

1. **The new Pre-Bid Conference date is Wednesday, February 4, 2026 at 11:00 A.M. EST. Updated link provided below:**
   https://rockvillemd.webex.com/weblink/register/rfa5f840a05e8d968fe007a4e1064d72b

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

Olney Masonry, Corporation
Company Name

Authorized Signature

2/25/2026
Date

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Olney Masonry Corporation

6701 Ammendale Road Beltsville, MD 20705

as Principal, hereinafter called the Principal, and Western Surety Company

151 N. Franklin Street Chicago, IL 60606

a corporation duly organized under the laws of the State of SD
as Surety, hereinafter called the Surety, are held and firmly bound unto Mayor and Council of Rockville
111 Maryland Avenue Rockville, MD

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5% **),**
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure; IFB # 16-26

NOW, THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 25th **day of** February, 2026

(Witness)

Olney Masonry Corporation
(Principal) *(Seal)*
By:
(Title) Vice-President

Teandra Dickerson *(Witness)*

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Western Surety Company
(Surety) *(Seal)*
By:
(Title)
Natalie M. Jimenez , **Attorney-in-fact**
Surety Phone No. 312-822-6000

AIA DOCUMENT A310 • BID BOND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Natalie M. Jimenez , **Individually**

of Columbia, MD its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Olney Masonry Corporation
Obligee: Mayor and Council of Rockville

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of February , 2026 .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

STATE OF MARYLAND
Department of Assessments and Taxation

I, BOB YEAGER OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT OLNEY MASONRY CORPORATION (D02473536), INCORPORATED DECEMBER 28, 1987, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JANUARY 12, 2026.

Bob Yeager
Director

700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: kgD5HrXHVEqyGVrtkgQ4Jw
To verify the Authentication Code, visit http://dat.maryland.gov/verify

City of Rockville
IFB 16-26 Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

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)
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 reference form in attachment B?
	Did you complete the warranty/maintenance information?
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: 30 DAYS AFTER RECEIPT OF ORDER

PROMPT PAYMENT DISCOUNT: 0 % FOR PAYMENT WITHIN 30 DAYS

COMPANY LEGAL NAME: Olney Masonry, Corporation

ADDRESS: 6701 Ammendale Road Beltsville, MD 20705

SUBMITTED BY: _____ 2/25/2026
SIGN YOUR NAME DATE

Miguel Passarinho
PRINT YOUR NAME

TELEPHONE# 301-937-3200 FAX # 301-937-4366

E-MAIL ADDRESS: miguelp@olneymasonry.com FEDERAL ID#/OR SS# 52-1567372

For informational purposes only *– Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business:* X *yes* _____ *no* _____ *I choose not to respond*

SECTION VI: REQUIRED FORMS

ATTACHMENT A

AFFIDAVIT

I hereby affirm that: I am the Vice President and the duly authorized representative of the firm of Olney Masonry, Corporation whose address is 6701 Ammendale Road, Beltsville, MD 20705

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 _____ **Date** 2/25/2026
Vice President

ATTACHMENT B

INVITATION FOR BID #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

CITY OF ROCKVILLE BIDDER REFERENCE FORM

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 performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. 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.

1. Company Name Prince George's County DPW&T

Address: 9400 Peppercorn Place, Suite 400, Largo, MD 20774

Contact Person: Adam Jiroun Current phone #: 301-883-5642

Email Address: amjiroun@co.pg.md.us

Contract Amount: 14,298,099.78 Name of your project supervisor: Orin Roberts

Description of Work Performed: Concrete Curbs & Gutter, Sidewalks, Driveway Aprons, Swales, Handicap Ramps, HMA Milling/paving, Strom Drain upgrades

2. Company Name City of Gaithersburg

Address: 800 Rabbitt Road, Gaithersburg, MD 20878

Contact Person: Sean Sorandes Current phone #: 240-805-1293

Email Address: sean.sorandes@gaithersburgmd.gov

Contract Amount: 2,442,133 Name of your project supervisor: Sean Sorandes

Description of Work Performed: Concrete Curbs & Gutter, Sidewalks, Driveway Aprons, Swales Handicap Ramps, HMA Milling/paving, Strom Drain upgrades

3. Company Name Frederick County

Address: 355 Montevue Lane, Suite 200, Frederick, MD 21702

Contact Person: Brandon Henderson Current phone #: 301-600-3569

Email Address: bhenderson@frederickcountymd.gov

Contract Amount: 1,600,000 Name of your project supervisor: Brandon Henderson

Description of Work Performed: Concrete Curbs & Gutter, Sidewalks, Driveway Aprons, Swales & Handicap Ramps

INVITATION FOR BIDS #16-26
Construction, Repair, and Maintenance of Concrete and Brick Infrastructure

SECTION V: BID PRICING FORM

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.

PRICING SHEETS IN SEPARATE DOCUMENTS

GRAND TOTAL IN WORDS Two Million Four Hundred Seventy-Nine Thousand Two Hundred Twenty-Five Dollars Zero Cents ($2,479,225.00)

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.

NONE

COMPLETE AND RETURN WITH BID

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	Remove, dispose & replace existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	6,000	$37.00	$222,000.00
2	Remove & dispose existing Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	100	$13.00	$1,300.00
3	Furnish & Install new Montg. Co. Std. 100.01 type A & type C, Montg. Co. Std. 102.01 depressed, and Montg. Co. Std. 104.01 type F, Concrete Curb & Gutter (including excavation, backfill, topsoil, seed & mulch)	L. F.	200	$25.00	$5,000.00
4	Furnish & install SHA Std. 620.02 Type A concrete curb & gutter (8" face) including excavation, backfill, topsoil, seed & mulch)	L. F.	100	$25.00	$2,500.00
5	Remove & dispose of existing temp. bituminous concrete curb.	L. F.	50	$5.00	$250.00
6	Install new temp. bituminous concrete curb. (SHA detail MD 615.01)	L. F.	50	$20.00	$1,000.00
7	Furnish & Install new SHA Std. 645.02 monolithic concrete median (height & width vary). Including saw cut existing surface, demolition of existing surface, excavation, refill, curing, etc.	C. Y.	20	$400.00	$8,000.00
8	Remove, dispose & replace existing Montg. Co. Std. 110.01, 4-inch thick concrete sidewalk, width varies. Including demol1tion, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	7,000	$93.00	$651,000.00

9	Remove & dispose of existing Montg. Co. Std. 110.01 ,4-inch thick concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	50	$10.00	$500.00
10	Furnish & Install new MC 110.01 concrete sidewalk, 4-inch thick, width varies, (including excavation, backfill, curing, topsoil, seed & mulch restoration)	S. Y.	1,000	$45.00	$45,000.00
11	Remove & dispose of existing asphalt sidewalks & paths, maximum 6-inch thick, width varies. (including demolition, excavation, backfill, topsoil, seed & mulch restoration)	S. Y.	50	$12.00	$600.00
12	Furnish & install detectable warning strips (ARMOR-TILE) Tactile System or approved equal for ADA compliance on curb ramps.	S. F.	200	$35.00	$7,000.00
13	Concrete grinding of sidewalk trip hazards as per Technical Specifications	L. F.	1,000	$10.00	$10,000.00
14	Remove & dispose of existing 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$13.00	$650.00
15	Remove & dispose of existing 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$13.00	$650.00
16	Remove, dispose & replace existing 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	2,000	$95.00	$190,000.00

17	Remove, dispose & replace existing 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	400	$108.00	$43,200.00
18	Furnish & install new 7-inch thick residential driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	100	$54.00	$5,400.00
19	Furnish & install new 9-inch thick commercial driveway apron, including demolition, excavation, backfill, topsoil, seed & mulch restoration.	S. Y.	50	$63.00	$3,150.00
20	Remove, dispose & replace existing 4-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	$150.00	$150,000.00
21	Furnish & Install new 4-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	$125.00	$125,000.00
22	Remove, dispose & replace existing 7-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S. Y.	1,000	$180.00	$180,000.00
23	Furnish & Install new 7-inch thick pervious concrete sidewalk, width varies. Including demolition, excavation, backfill, curing, topsoil, seed & mulch	S.Y.	1,000	$150.00	$150,000.00
24	Remove & dispose of existing asphalt roadway paving and subgrade.	C. Y.	100	$45.00	$4,500.00
25	Saw cut existing asphalt or concrete to full depth of the existing thickness when directed by the City Inspector. *Generally, saw cutting is incidental to all removal costs.*	L. F.	100	$3.00	$300.00

26	Remove, dispose & replace existing reinforced concrete inlet tops, including front angle irons, manhole frame & cover and field paint all metal surfaces.	S. Y.	50	$95.00	$4,750.00
27	Remove, dispose & replace existing concrete inlet throat, including top slab support.	L. F.	50	$40.00	$2,000.00
28	Furnish & install MSHA Hot Mix Asphalt base course for small patches as per SHA Specifications, Section 505 (25mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	$125.00	$25,000.00
29	Furnish & install MSHA Hot Mix Asphalt surface course for small patches as per SHA Specifications, Section 505 (12.5mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	$125.00	$12,500.00
30	Furnish & install MSHA Hot Mix Asphalt base course for large patches as per SHA Specifications, Section 505 (25mm size agg) by machine. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	200	$125.00	$25,000.00
31	Furnish & install MSHA Hot Mix Asphalt surface course for large patches as per SHA Specifications, Section 505 (12.5mm size agg) by hand. Includes saw cutting, removal of existing asphalt, tack coat edges, compaction, etc.	TON	100	$125.00	$12,500.00
32	Furnish & install Graded Aggregate Base (GAB) in trenches & patches as directed, including earth excavation, excess disposal off site, compaction, etc.	TON	100	$50.00	$5,000.00
33	Furnish & install MSHA Hot Mix Asphalt for pathways, 2-inch asphalt surface (9.5mm) and 4-inch asphalt base (25mm) including compaction. (excavation & grading not included)	TON	200	$125.00	$25,000.00

34	Furnish & install sod, complete, in place per WSSC Specifications, section 02930	S. Y.	100	$12.00	$1,200.00
35	Furnish & install seed & mulch restoration where directed by the City Inspector, per SHA specifications. *Generally, seed & mulch restoration is incidental to all pay items. Does not*	S. Y.	100	$5.00	$500.00
36	Furnish & install clean, screened, natural topsoil, including subgrade preparation, placement, spreading, surface preparation, in accordance with MSHA Std. Specs, Section 705.	TON	100	$60.00	$6,000.00
37	Furnish, install & compact select borrow backfill material per MDSHA specifications. *Minimum 105 PCF unit weight required*	TON	50	$40.00	$2,000.00
38	Furnish & install MDSHA (min 9-inch thick) Portland Cement Concrete Paving, in place, per MDSHA specs., including longitudinal ties, excavation,	C. Y.	50	$275.00	$13,750.00
39	Remove & replace existing brick masonry channels in manholes & inlets, including all disposal off-site.	C. F.	50	$35.00	$1,750.00
40	Remove & replace existing brick retaining walls, to match existing, including all labor & materials. *For spot repairs only.*	C. F.	50	$55.00	$2,750.00
41	Provide & install masonry unit block retaining wall system, including aggregate base leveling course, ties, reinforcing, installed per Manufactures requirements. Max height of wall to be 4-feet. Includes all excavation, filter cloth, gravel drain backfill, Block to be Keystone, standard unit, straight face, buff color.	SQ. FT. / Vertical wall face	500	$40.00	$20,000.00
42	Furnish, install & fill various sizes of vinyl coated wire gabion baskets, per City Specifications. Includes excavation, compaction of subgrade, leveling and stacking of baskets, rip-rap stone placement and filter cloth.	C. Y.	20	$90.00	$1,800.00

43	Furnish & install MDSHA #57 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	$50.00	$2,500.00
44	Furnish & install MDSHA #2 aggregate for subgrade, including excavation & off-site disposal of excess material.	TON	50	$50.00	$2,500.00
45	Provide variable message board (VMS), including delivery, installation, set-up, programming, maintenance & appurtenances and removal for continuous 24-hour operational daily use. *Each VMS to be solar powered, 3-line message face, full sized, trailer mounted.*	Each/day	100	$30.00	$3,000.00
46	Miscellaneous unclassified earth excavation, including stock piling of existing material for re-use, & disposal off-site of excess.	C. Y.	100	$30.00	$3,000.00
GRAND TOTAL					$1,979,500.00

STIPULATED ITEMS *(Do not provide pricing)*

By submittal of this bid document, the Bidder hereby agrees to and accepts the prices stipulated in the following items

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
47	Furnish & install Hot Mix Asphalt for Speed Humps per Montgomery Co. Detail shown in Appendix A	Each	1	$4,500.00	XX
48	Vertically adjust sanitary sewer manhole frame & cover up to 4-inches, per COR standard detail SM-1, Inc. all labor and materials	Each	1	$500.00	XX

49	Vertically adjust water valve box frame & cover up to 4-inches, per COR standard detail WV-1 Inc. all labor and materials	Each	1	$400.00	XX
50	Vertically adjust water meter crock frame & cover up to 4-inches per WSSC Specifications Inc. all labor and	Each	1	$500.00	XX
51	Vertically adjust sanitary sewer house connection cleanout lid up to 4-inches per WSSC Specifications Inc. all labor and materials	Each	1	$500.00	XX
52	Furnish & install / construct 4-foot diameter manhole per WSSC Std. det. S-3.0 and per WSSC specifications	V. F.	1	$1,000.00	XX
53	Furnish & install / construct standard type C endwall per MDSHA det. MD354.01	C. Y.	1	$2,000.00	XX
54	Furnish & install / construct standard WR inlet per MDSHA std. det. MD374.04	Each	1	$9,000.00	XX
55	Furnish & install / construct standard COG inlet, 5-foot throat only, per MDSHA std. det. MD374.31	Each	1	$8,000.00	XX
56	Furnish & install / construct standard COS inlet, 5-foot throat only, per MDSHA std. det. MD374.41	Each	1	$8,000.00	XX
57	Furnish & install / construct standard single or double opening type K inlet with grate, per MDSHA std. det. MD378.11	Each	1	$6,000.00	XX
58	Construct WSSC standard field connection (up to 21-inch diameter RCP) complete, in-place, including earth excavation, backfill and compaction.	Each	1	$2,000	XX
59	Construct concrete stairs per MDSHA Std. MD657.00, complete, in-place, including earth excavation and backfill, as directed.	C. Y.	1	$1,500.00	XX
60	Furnish and install 15-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$300.00	XX

61	Furnish and install 18-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$350.00	XX
62	Furnish and install 21-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$425.00	XX
63	Furnish and install 24-inch diam. Class IV RCP, in place, including earth excavation, backfill and compaction.	L. F.	1	$500.00	XX
64	Rock Excavation as directed	C. Y.	1	$400.00	XX
65	Miscellaneous and test pit excavation BY HAND as directed	V. F.	1	$200.00	XX
66	Furnish and install asphaltic "cold-mix" material, including compaction for temporary patches as directed	TON	1	$300.00	XX
67	Furnish, install and maintain "gutter buddy" or approved equal for inlet protection as directed.	Each	1	$600.00	XX
68	Furnish and install silt fence (entrenched)	L. F.	1	$10.00	XX
69	Furnish and install plastic green tree save fence and/or orange safety fence as directed	L. F.	1	$10.00	XX
70	Provide pressure injected epoxy crack repair as described in Technical Specification.	L. F.	1	$150.00	XX
71	Provide trowel Graded Mortar Repairs as described in Technical Specification.	C. F.	1	$350.00	XX

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	**Remove and Dispose** of exist. Temp. Asphalt repairs or patches	SY	50	$10.00	$500.00
2	**Remove, Re-grade and Replace** existing unit pavers or brick pavers to re-establish proper grade or cross-slope.	SY	1,500	$162.00	Type text here $243,000.00
3	**Remove and Dispose** of existing concrete or asphalt sidewalks including minor re-grading as necessary	SY	1,000	$9.00	$9,000.00
4	**Remove and Dispose** of existing brick or unit pavers	SY	100	$90.00	$9,000.00
5	Remove and dispose of unsuitable earth or subgrade material	CY	100	$50.00	$5,000.00
6	**Furnish and Install** Graded Aggregate Base (GAB)	TONS	200	$35.00	$7,000.00
7	**Furnish and Install** miscellaneous concrete for curb and gutter and 4" finished sidewalk curb ramps	CY	10	$450.00	$4,500.00
8	**Furnish and Install** unfinished concrete for brick and unit paver base	CY	50	$600.00	$30,000.00
9	**Furnish and Install** select earth backfill including compaction	CY	10	$65.00	$650.00
10	**Furnish and Install** Amerigrid EL130-660	SY	100	$5.00	$500.00
11a	**Furnish and Install** new 2" unit pavers, including sand leveling course & joints as specified.	SY	200	$135.00	$27,000.00
11b	**Furnish and Install** new 3" unit pavers, including sand leveling course & joints as specified	SY	400	$140.00	$56,000.00
12	**Furnish and Install** Mirafi 600X Sand retention Fabric	SY	100	$5.00	$500.00
13	**Furnish and Install** seed and mulch for restoration when directed by the City.	SY	500	$3.00	$1,500.00
14	**Furnish and Install** Sod when directed by the City.	SY	100	$8.00	$800.00
15	**Furnish, Install, and Maintain** Inlet protection	EACH	1	$275.00	$275.00

16	**Furnish and Install** ScreenedTopsoil	SY	500	$7.00	$3,500.00
17	**Furnish and Install** joint sand to existing paver joints. (Excludes new paver installations) less than 100 S.Y.	SY	100	$15.00	$1,500.00
18	**Furnish and Install** joint sand to existing paver joints (Excludes new paver installation) greater than 100 S.Y.	SY	5,000	$10.00	$50,000.00
19	Saw cut existing asphalt pavement	LF	500	$4.00	$2,000.00
20	**Remove and Re-install** existing Granite curb (including additional backfill to re-establish grade	LF	500	$40.00	$20,000.00
21	**Repair, Reconstruct, Construct** brick retaining walls	SFVF	500	$55.00	$27,500.00
	GRAND TOTAL				$499,725.00

Concrete Repair & Replacement: FY26-FY30

Overview

Request Owner	Dan Stevens, Chief of Construction Management
Department	Public Works
Type	Capital Improvement
Project Number	TC26

Description

This multi-site sustainable program repairs and replaces concrete street components such as curbs and gutters, sidewalks, and driveway aprons; miscellaneous infrastructure items such as drainage structures, guiderails, retaining walls, and brick paving; and small sidewalk additions. The program focuses on compliance with federal Public Rights-of-Way Accessibility Guidelines (PROWAG). Specific areas for repair and replacement are selected through staff's annual evaluation based on ADA compliance, research, and generally accepted industry standards.

Images



Concrete maintenance

Details

Guiding Principle: Stewardship of the Environment and Infrastructure

Mandate/Plan: PROWAG; Americans with Disabilities Act (ADA); Complete Streets Policy; Pedestrian Master Plan; Vision Zero Action Plan

Anticipated Project Outcome: Safe concrete infrastructure that meets PROWAG and ADA standards.

Changes from Previous Year: Historical budget increased by $1,004 due to the transfer of unobligated funding from the prior 5-year portion of this project. Added FY 2031 projects and funding.

Project Manager: Dan Stevens, Chief of Construction Management, 240-314-8552.

Notes: This project is considered a routine capital maintenance project and is funded in five year increments. FY 2027 work includes repair and replacement of concrete infrastructure along 8% of the city's sidewalk network and sidewalks on one side of each road will be updated to current PROWAG specifications.

Capital Cost

FY2027 Budget
$3.25M

Total Budget (all years)
$17.3M

Project Total (to date)
$20.4M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Construction (Capital Projects Fund)	$3,161,004	$3,252,000	$3,354,000	$3,455,000	$3,558,290	$3,665,000	$0	**$20,445,294**
Total	**$3,161,004**	**$3,252,000**	**$3,354,000**	**$3,455,000**	**$3,558,290**	**$3,665,000**	**$0**	**$20,445,294**

Funding Sources

FY2027 Budget
$3.25M

Total Budget (all years)
$17.3M

Project Total (to date)
$20.4M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
PayGo (Capital Projects Fund)	$3,161,004	$3,252,000	$3,354,000	$3,455,000	$3,558,290	$3,665,000	$0	**$20,445,294**
Total	**$3,161,004**	**$3,252,000**	**$3,354,000**	**$3,455,000**	**$3,558,290**	**$3,665,000**	**$0**	**$20,445,294**

Project Timeline

- **07/1/2025**
  Design and Construction Start (FY 2026)
- **07/1/2029**
  Design and Construction Completion (FY 2030)

Sidewalks: FY26-FY30

Overview

Request Owner	Jennifer Wang, Senior Transportation Engineer
Department	Public Works
Type	Capital Improvement
Project Number	TE26

Description

This multi-site sustainable program provides safe and accessible pedestrian facilities by constructing missing city sidewalk links. Funding is increasing over time, working toward the goal of funding 0.5 miles of missing city sidewalk links per year. Sidewalk projects are programmed using the Sidewalk Prioritization Policy rating system, petitions submitted by residents in support of construction, and coordination with other city projects. Information on the Sidewalk Prioritization Policy can be found on the city's website: www.rockvillemd.gov/Sidewalks.

Images



Recent sidewalk construction on W. Gude Drive

Details

Guiding Principle: Public Safety

Mandate/Plan: Vision Zero Action Plan; Complete Streets Policy; Pedestrian Master Plan; Sidewalk Prioritization Policy

Anticipated Project Outcome: Streets that are safer and better connected for pedestrians.

Changes from Previous Year: Project total increased to work toward a sustainable program with the goal of constructing 0.5 miles of sidewalk per year. Historical budget increased by $1,948,062 due to the transfer of unobligated funding from the prior 5-year portion of this project. Added FY 2031 projects and funding. Construction of the Frederick Avenue and Highland Avenue sidewalks are delayed due to utility conflicts and at Nelson Street due to MDOT SHA permitting.

Project Manager: Jennifer Wang, Senior Transportation Engineer, 240-314-8506.

Notes: This project is considered a routine capital maintenance project and is funded in five year increments. FY 2027 work includes the design of three new sidewalk links; completion of construction of sidewalks on Nelson St, Frederick Ave, and Highland Ave; the construction of sidewalks on Charles St and Carr Ave; and two "drop in" sidewalks to be determined. A $149,410 Enhanced Mobility Grant is included in this project. Planned OCI includes funding added annually to address maintenance and repair of new sidewalks.

Capital Cost

FY2027 Budget
$500K

Total Budget (all years)
$3.3M

Project Total (to date)
$5.45M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Construction (Capital Projects Fund)	$1,784,335	$300,000	$380,000	$460,000	$460,000	$540,000	$0	**$3,924,335**
Construction (Special Activities Fund)	$363,727	$100,000	$100,000	$100,000	$100,000	$100,000	$0	**$863,727**
Design (Capital Projects Fund)	$0	$100,000	$120,000	$140,000	$140,000	$160,000	$0	**$660,000**
Total	**$2,148,062**	**$500,000**	**$600,000**	**$700,000**	**$700,000**	**$800,000**	**$0**	**$5,448,062**

Funding Sources

FY2027 Budget
$500K

Total Budget (all years)
$3.3M

Project Total (to date)
$5.45M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
PayGo (Capital Projects Fund)	$1,634,925	$400,000	$500,000	$600,000	$600,000	$700,000	$0	**$4,434,925**
PayGo (Special Activities Fund)	$363,727	$100,000	$100,000	$100,000	$100,000	$100,000	$0	**$863,727**
Grant (Capital Projects Fund)	$149,410	$0	$0	$0	$0	$0	$0	**$149,410**
Total	**$2,148,062**	**$500,000**	**$600,000**	**$700,000**	**$700,000**	**$800,000**	**$0**	**$5,448,062**

Project Timeline

- **07/1/2025**
  Design and Construction Start (FY 2026)
- **07/1/2029**
  Design and Construction Completion (FY 2030)

Pedestrian and Bicycle Safety: FY26-FY30

Overview

Request Owner	Bryan Barnett-Woods, Principal Transportation Planner
Department	Public Works
Type	Capital Improvement
Project Number	TD26

Description

This multi-site project develops and constructs pedestrian and bicycle safety facilities associated with the Vision Zero Action Plan and the Bikeway and Pedestrian Master Plans. It includes feasibility analyses, design work, and construction of new pedestrian and bicycle traffic control devices and facilities. When available, federal, State, and regional grant resources are used.

Images



Beall Avenue Complete Street

Asphalt Art, bicycle lanes, crosswalks, and sidewalks on Beall Avenue

Details

Guiding Principle: Public Safety

Mandate/Plan: Vision Zero Action Plan; 2017 Bikeway Master Plan; 2023 Pedestrian Master Plan; Guidelines for Neighborhood Traffic Management, Marked Crosswalks Guidelines

Anticipated Project Outcome: The Pedestrian and Bicycle Safety project will result in more multimodal streets in Rockville that better accommodate the needs of, and increase safety for all roadway users.

Changes from Previous Year: Historical budget increased by $1,648,841 due to the transfer of unobligated funding from the prior 5-year portion of this project. Funding increased beginning in FY 2028 to implement planned pedestrian and bicycle improvements. Added FY 2031 projects and funding. OCI increased to reflect the increase in pavement markings that will require regular maintenance.

Project Manager: Bryan Barnett-Woods, Principal Transportation Planner, 240-314-8527.

Notes: This project is considered a routine capital maintenance project and is funded in five year increments. FY 2027 work includes the engineering design for the Fleet Street and Monroe Street complete street, E. Jefferson Street and Halpine Road bicycle facilities, Research Court bicycle lanes, Twinbrook Bike share stations, Safe Streets and Roads for All Vision Zero Intersection Audits, implementation of the Martins Lane bicycle lanes, and study the Yale Place shared-use path. This project includes grant funding totaling $915,200 from Safe Streets and Roads for All, the State Carbon Reduction Program, and the Transportation Alternatives Program. Planned OCI includes funding added annually to address maintenance, repair, and stormwater management of new markings and facilities.

Capital Cost

FY2027 Budget
$100K

Total Budget (all years)
$700K

Project Total (to date)
$2.82M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Construction (Capital Projects Fund)	$886,320	$100,000	$150,000	$150,000	$150,000	$150,000	$0	**$1,586,320**
Design (Capital Projects Fund)	$911,523	$0	$0	$0	$0	$0	$0	**$911,523**
Construction (Special Activities Fund)	$302,198	$0	$0	$0	$0	$0	$0	**$302,198**
Design (Special Activities Fund)	$20,000	$0	$0	$0	$0	$0	$0	**$20,000**
Total	**$2,120,041**	**$100,000**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$0**	**$2,820,041**

Funding Sources

FY2027 Budget
$100K

Total Budget (all years)
$700K

Project Total (to date)
$2.82M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
PayGo (Capital Projects Fund)	$882,643	$100,000	$150,000	$150,000	$150,000	$150,000	$0	**$1,582,643**
Grant (Capital Projects Fund)	$915,200	$0	$0	$0	$0	$0	$0	**$915,200**
PayGo (Special Activities Fund)	$322,198	$0	$0	$0	$0	$0	$0	**$322,198**
Total	**$2,120,041**	**$100,000**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$0**	**$2,820,041**

Project Timeline

- **07/1/2025**
  Design and Construction Start (FY 2026)
- **07/1/2029**
  Design and Construction Complete (FY 2030)

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: CONSENT
Department: PW - ENGINEERING
Responsible Staff: GABE KOSAREK

Subject

Award of IFB #19-26, Glenora Park Stream Restoration Spot Repair Project

Department

PW - Engineering

Recommendation

Staff recommends that the Mayor and Council award and authorize the City Manager to execute a contract responsive to Invitation for Bids IFB# 19-26, Glenora Park Stream Spot Repair Project to Kinsley Construction LLC of York PA in the amount not to exceed $369,977.45.

Discussion

This agenda item is for the award of IFB #19-26, Glenora Park Stream Spot Repair Project which is a stream restoration spot repair project located in Rockville, MD. The contributing drainage area to the site is approximately 0.35 square miles (224.9 acres) with 34 percent impervious area and is located within the Potomac River Montgomery County Watershed (MDE 8 Digit Number 02-14-02-02). The project involves two stream restoration spot repairs within Glenora Park. The locations targeted for stream spot repairs are located along the Glenora Park Tributary near Carter Hill Swim Club (Spot Repair 1) and behind 6 Bouldercrest Court (Spot Repair 2). The project will reduce stream bank erosion threatening infrastructure, private property and trees; provide long-term channel stability; reestablish native vegetation; and minimize impact to mature trees.

In 2014, a 1,000 linear foot restoration project was constructed along the Glenora Park Tributary which included stream restoration, wetland enhancements, storm drain outfall improvements, and sanitary sewer main protection. Construction was completed in December 2014, and landscaping was completed in March 2015.

In accordance with the requirements of U.S. Army Corps of Engineers (USACE) permit No. 2012-60778, the City conducted five-years of post-construction monitoring to determine if project goals and objectives were successfully accomplished. Monitoring included cross sectional and longitudinal surveys, pattern surveys, bed material analyses, channel stability analyses, in-stream structure performance evaluations, and riparian vegetation surveys. The Glenora Park Stream Restoration 5-Year Site Condition Survey Report (BayLand, January 2020) recommended these two areas for remedial action due to unstable morphology.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Public Notification and Engagement

Staff held a community meeting at the end of Guy Court (outdoors) on November 19, 2022, to present information and solicit input on the conceptual design. Material provided at the meeting included the expected project goals and outcomes, design alternatives, and the potential impacts to the community. Several direct correspondences have taken place with residents directly impacted by the project. An agreement is in place with Carter Hill Swim Club that work will not occur on their property that will negatively impact their summer season (no work on Spot Repair 1 prior to Labor Day). A Neighborhood advisory will be mailed at least two weeks in advance of construction.

Procurement

Staff prepared and publicly advertised IFB #19-26 on February 18, 2026 in accordance with Rockville City Code section 17-61. IFB #19-26 was posted on the City website and electronically provided to 130 prospective bidders via the State of Maryland new e-Marketplace Advantage (eMMA) system. Of the 130 prospective bidders, using the new systems reporting capabilities, 25 were Disadvantaged Business Enterprises (DBE), 28 were Minority Business Enterprises (MBE), and 27 were Small Business Enterprises (SBE).

Sealed bids were received and opened on March 31, 2026. The following bids were received.

Vendor	MFD-V Status	Location	Bid Amount
Kinsley Construction LLC	Non-MFD-V	York, PA	$369,977.45
Magstone LLC	Non-MFD-V	Union Bridge, MD	$547,000.00
Pay Dirt LLC	Non-MFD-V	Edgewater, MD	$560,408.00
Stormwater Maintenance LLC	MFD-V	Sparks, MD	$737,079.78
Sagres Construction Corp.	Non-MFD-V	Alexandria, VA	$976,672.00
Environmental Quality Resources LLC	Non-MFD-V	Gambrills, MD	Non-Responsive

Kinsley Construction, LLC is the lowest, responsive and responsible bidder for the Glenora Park Stream Restoration Spot Repair project. The proposed unit prices have been deemed fair and reasonable by staff.

The Glenora Park Stream Restoration Spot Repair bid is approximately 70% of the Engineer's estimate and allows for contingency dollars within the CIP for the construction of this project, should they be necessary. Kinsley's bid is notably lower than both the Engineer's estimate and the next lowest bidder. However, their pricing may reflect potential efficiencies related to their nearby work on the Croydon Creek and Calvin Park Tributary Stream Restoration Project, currently underway. The bid is complete and Kinsley has confirmed their understanding of the

project scope. Based on the bid results, the design firm (BayLand Consultants & Designers, Inc.) also recommends awarding the contract to Kinsley Construction LLC as the lowest responsive bidder with a total bid of $369,977.45.

Staff found the references for Kinsley Construction, LLC and their Subcontractors to be satisfactory for this bid.

Kinsley Construction LLC is a non-Minority, Female, Disabled or Veteran (non-MFD-V) business.

The draft contract is attached as Attachment 1.

To view all contract documents, please click the links below:

1. IFB 19-26 Solicitation
2. Appendices
3. Bid – Kinsley Construction LLC
4. Addendum 1
5. Addendum 2
6. Addendum 3
7. Addendum 4

Fiscal Impact

Funding for the construction of the Glenora Park Stream Restoration Spot Repair project is provided via the Stream Restoration Spot Repair (SB26) CIP (Attachment 2). This CIP designs and constructs stream restoration spot repairs throughout the City of Rockville.

Sufficient funding is available in this project for award.

Next Steps

Upon Mayor and Council award, the Procurement Department will obtain insurance certificates, one hundred percent payment and performance bonds, appropriate contract signatures, and issue a contract to Kinsley Construction, LLC of York, PA.

Attachments

Attachment 1 - Kinsley contract, Attachment 2 - FY26 SB26

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**."

R E C I T A L S

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 _____, 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.
PO Box 2886
York, PA 17405
Attn: Nathan Irwin, Vice President

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 X , Addendum #2 X, 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. X 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 Klnsley 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.

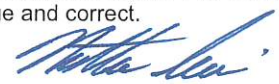
NON—COLLUSION AFFIDAVIT

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**

#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	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: • 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 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.

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	Working with the Baltimore County and RK&K, we successfully restored the stream along Scotts Level Branch. 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. 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. 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.

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:
	  o Riffles
	  o Live stakes
	  o 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	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. 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. This project was an ecological uplift with the following protected under permanent conservation easement: • 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	Design-build services to reduce the amount of sediment traveling from this creek into the Chesapeake Bay. The project included:
	• 1,900 linear feet for stream/floodplain restoration using natural channel design
	• In-stream structures were installed including:
	  ○ 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
	
	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.		

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)
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: Kinsley Construction, LLC

ADDRESS: 1110 E. Princess St., PO Box 2886, York, PA 17405

SUBMITTED BY: _____ 2/24/2026
SIGN YOUR NAME DATE

Nathan Irwin, Vice President
PRINT YOUR NAME

TELEPHONE# 717-451-7595 FAX # N/A

E-MAIL ADDRESS: nirwin@kinsleyconstruction.com FEDERAL ID#/OR SS# 23-1689806

For informational purposes only *– Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: _____ yes _____ no __X__ I choose not to respond*

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.

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

OWNER:
(Name, legal status and address)

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

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

Hally Tacoma
(Witness)

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

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA SEAL

S-0054/AS 8/10

TRAVELERS

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.**

SEAL SEAL SEAL SEAL

State of Connecticut

City of Hartford ss.

By: _____
Bryce Grissom, Senior Vice President

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**

NOTARY PUBLIC

_____
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

SEAL SEAL SEAL SEAL

_____
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 $ 6,460,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,662,906,274	LOSSES	$ 1,735,881,248
STOCKS	112,191,266	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	48,357,185	TAXES, LICENSES AND FEES	12,780,535
PREMIUM BALANCES	385,584,149	UNEARNED PREMIUMS	1,717,624,733
REINSURANCE RECOVERABLE	34,216,567	ADVANCE PREMIUM	2,666,034
NET DEFERRED TAX ASSET	81,112,608	POLICYHOLDER DIVIDENDS	30,266,987
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,266,363	CEDED REINSURANCE NET PREMIUMS PAYABLE	73,112,571
UNDISTRIBUTED PAYMENTS	19,164,121	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,690,481
RECEIVABLES FOR SECURITIES	985,963	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	$ 6,460,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	2,119,527,696
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,559,811,356
TOTAL ASSETS	$ 6,558,133,669	TOTAL LIABILITIES & SURPLUS	$ 6,558,133,669

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, 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 Doody

VICE PRESIDENT – FINANCE

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

NOTARY PUBLIC

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

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

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.

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?

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 ≥ 12" to < 18"), Pay Item No. 5; Tree Removal (DBH ≥ 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.

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.

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

Authorized Signature
Nathan Irwin, Vice President

March 17, 2026
Date

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

Authorized Signature
Nathan Irwin, Vice President

March 19, 2026
Date

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 strikeout (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

Stream Restoration Spot Repairs: FY26-FY30

Overview

Request Owner	Diron Baker, Senior Civil Engineer
Department	Public Works
Type	Capital Improvement
Project Number	SB26

Description

This multi-site sustainable program designs and constructs stream restoration spot repairs. Spot repair projects are identified through assessment of prior stream restoration projects that qualify for credit under the National Pollutant Discharge Elimination System (NPDES) permit, monitoring reports, maintenance observations, and resident inquiries. Projects are prioritized by areas identified as posing an immediate risk to public safety or infrastructure, or with adverse impacts to public or private property. Major stream restoration projects are funded as separate CIP projects.

Images



Stream bank erosion along Glenora Park Stream

Details

Guiding Principle: Stewardship of the Environment and Infrastructure

Mandate/Plan: Climate Action Plan; NPDES Permit; 2011 Cabin John Creek, 2013 Rock Creek, and 2015 Watts Branch Watershed Assessments; 2010 Chesapeake Bay TMDL; Comprehensive Plan; 1972 Clean Water Act

Anticipated Project Outcome: Stabilization of stream banks, protection of public infrastructure and private property, and reduction in TMDL pollutant loads.

Changes from Previous Year: Historical budget increased by $1,241,594 due to the transfer of unobligated funding from the prior 5-year portion of this project. FY 2027 - FY 2029 funding moved to create new Woottons Mill Stream Restoration project.

Project Manager: Diron H. Baker, Senior Civil Engineer, 240-314-8533.

Notes: This project is considered a routine capital maintenance project and is funded in five year increments. FY 2027 work includes construction of Lochness Court and Rockcrest Park spot repairs. Project prioritization is based upon assessments of prior stream restoration projects that qualify for credit under NPDES permit.

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$2.14M

Project Total (to date)
$4.13M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Construction (SWM Fund)	$1,871,400	$0	$0	$0	$868,220	$911,750	$0	**$3,651,370**
Design (SWM Fund)	$120,194	$0	$0	$0	$173,650	$185,000	$0	**$478,844**
Total	**$1,991,594**	**$0**	**$0**	**$0**	**$1,041,870**	**$1,096,750**	**$0**	**$4,130,214**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$2.14M

Project Total (to date)
$4.13M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
PayGo (SWM Fund)	$1,991,594	$0	$0	$0	$1,041,870	$1,096,750	$0	**$4,130,214**
Total	**$1,991,594**	**$0**	**$0**	**$0**	**$1,041,870**	**$1,096,750**	**$0**	**$4,130,214**

Project Timeline

- **07/1/2025**
  Design and Construction Start (FY 2026)
- **07/1/2029**
  Design and Construction Completion (FY 2030)

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: CONSENT
Department: PW - TRAFFIC & TRANSPORTATION
Responsible Staff: ANDREW LUETKEMEIER

Subject

Award and Authorize the City Manager to Execute Contracts Responsive to IFB #17-26, for Streetlight Maintenance, to Lighting Maintenance, Inc.

Department

PW - Traffic & Transportation

Recommendation

Staff recommends that the Mayor and Council award, and authorize the City Manager to execute contracts responsive to IFB #17-26, Streetlight Maintenance, to Lighting Maintenance, Inc. of Harmans, Maryland in the amount not to exceed $120,000 per fiscal year beginning in fiscal year 2027 with the option to renew for four additional one-year terms, for a total not-to-exceed amount of $600,000.

Discussion

IFB #17-26 establishes contractor services for streetlight maintenance, which includes both emergency and non-emergency response for City-owned streetlights. Typical services under this contract include removing and replacing streetlight knockdowns, replacing faulty or damaged materials, restoring existing streetlight components, painting poles and fixtures, providing general preventive maintenance, and installing new lighting systems.

The award of this contract is for fiscal year 2027 and four additional one-year terms. The services are intended to both supplement and augment the routine streetlight services provided by City staff.

In years past, this contract has been regularly utilized by other divisions of Public Works besides the Traffic and Transportation Division, and by other departments when needs arise. Therefore, the annual amounts for the award seek to account for that flexibility in the future as well.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Procurement

Staff prepared and publicly advertised IFB #17-26 in accordance with Rockville City Code Section 17-61. IFB #17-26 was posted on the city website and electronically provided to 108

prospective bidders via the State of Maryland e-Marketplace Advantage (eMMA) system. Of the 108 prospective bidders using the system's reporting capabilities, 12 were Disadvantaged Business Enterprises (DBE), and 14 were Minority Business Enterprises (MBE).

IFB #17-26 was issued on January 26, 2026, and the bid opening occurred on February 24, 2026. Two responses were received, as noted in the table below.

Vendor	Location	MFD-V Status	Amount of Bid
M.C. Dean, Inc.	Tysons, VA	Non-MFD-V	$540,687.75
Lighting Maintenance, Inc.	Harmans, MD	Non-MDF-V	$227,332.00

This IFB is structured to establish unit prices for possible work contemplated in any given year.

Historically, the number of bidders on these types of contracts has been limited, presumably due to the lack of companies that meet the City's performance and experience requirements. Lighting Maintenance, Inc. has been awarded several other contracts for the City of Rockville for streetlights services, including several of the predecessor Streetlight Maintenance contracts, as well as the first two phases of the LED Streetlight Conversion CIP. They also serve as the on-call streetlight contractor for neighboring jurisdictions and agencies including Montgomery County, Gaithersburg, and the Maryland State Highway Administration.

In past experiences with the City, Lighting Maintenance, Inc. has performed very well.

Lighting Maintenance, Inc is a non-Minority, Female, Disabled (non-MFD-V) business.

The draft contract is attached as Attachment 1.

To view all contract documents, please click the links below:

1. IFB 17-26 Solicitation
2. Bid Pricing Form
3. Lightning Maintenance Inc. Bid
4. Addendum 1
5. Addendum 2

Fiscal Impact

There is sufficient FY 2027 funding in the City's Traffic and Transportation Division for the award of this contract. The Traffic and Transportation Division is the primary user of this contract, and funds repairs from its operating budget for streetlight maintenance services. All future years are subject to Mayor and Council budget appropriations.

Next Steps

Upon Mayor and Council award, the Procurement Department will obtain insurance certificates, appropriate contract signatures, and issue contract packets to Lighting Maintenance, Inc.

Attachments

Attachment 1 - Lighting Maintenance contract

ROCKVILLE, MARYLAND
CONSTRUCTION CONTRACT

STREETLIGHT MAINTENANCE

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**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the "**Mayor and Council**" or "**City**"), and **LIGHTING MAINTENANCE INCORPORATED**, a Maryland corporation (the "**Contractor**"). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the "**Party**," or collectively as the "**Parties**."

R E C I T A L S

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 corporation duly organized and in good standing 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 January 26, 2026 , the Department of Procurement issued IFB #17-26 for the furnishing of all labor, materials, equipment, and supervision for the installation, inspection, testing, and repair of the City's underground-serviced streetlights and associated equipment, as needed; and

D. **WHEREAS,** in accordance with the Procurement Ordinance, on February 24, 2026, the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #17-26, including the bid submitted by Contractor, and on February 24, 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 May 1, 2026, the Department of Procurement issued a notice to all responsive bidders that the General Conditions and Instructions to Bidders (Non-Construction-3/2/2022) in IFB#17-26 would be replaced by the City's General Conditions and Instructions to Bidders (Construction 3/2022); and

F. **WHEREAS**, by e-mail dated May 4, 2026, Contractor accepted the substitution of the General Conditions and Instructions to Bidders (Construction 3/2022); and

G. **WHEREAS,** on _____, 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.

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

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 the 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 (Construction 3/2022). 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 Administrator. 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 #17-26 – Addenda #1 and #2
4. General Terms, Conditions, and Instructions to Bidders (Construction 3/2022)
5. IFB #17-26 – Special Provisions
6. IFB #17-26 – Technical Specifications/Scope of Work

7. City of Rockville Work Request

8. IFB #17-26 – Appendices, Announcement, Description and General Information

9. Contractor Bid

10. City of Rockville Purchase Order

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 Lighting Maintenance Incorporated, a corporation in good standing organized under the laws of Maryland.

"*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 Contract or an associated Work Request 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 pursuant to a Work Request, 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 #17-26*" means the Invitation for Bids #17-26 issued by the Department of Procurement on January 26, 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 cumulative work referenced in IFB #17-26 at the rates represented on the Contractor's Bid and to be described with more particularity in one or more Work Request.

"*Project Administrator"* means the Project Administrator identified in Section 2.02 of this Construction Contract, or such other City staff person as may be designated by the Director of the City's Department of Public Works to supervise 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 identified in a Work Request where the Work is to be performed, 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 (Construction 3/2022).

"*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, as specified in Work Requests, 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.

"Work Request" means a written notice provided by the Project Manager to the Contractor of work to be completed in accordance with Construction Contract terms.

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. Upon satisfactory service the City reserves the right to renew the Contract for a period not to exceed four (4) additional one (1) year periods, through June 30, 2031, by notifying Contractor of such extension and confirmation of pricing in writing at least 60 days before the expiration date of the Construction Contract and subject to Mayor and Council appropriation of adequate funds.

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

Mr. Andrew Luetkemeier, P.E.,
Transportation Engineering Supervisor
City of Rockville Department of Public Works
111 Maryland Avenue
Rockville MD 20850
Telephone: 240-314-8524
Email: aluetkemeier@rockvillemd.gov

It shall be the Contractor's responsibility to ensure that the applicable Project Administrator is kept informed on the progress of the Project described in the Notice to Proceed submitted by that Project Administrator. The City Manager or designee may modify the designated Project Administrators 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 and any associated Work Request. 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) Work Schedule. Contractor agrees to provide Work under the Contract on an as-needed basis. The City shall request performance of Work under this Contract by submitting to Contractor a written work request, which may be transmitted by e-mail. Contractor must acknowledge receipt of the work request in writing within 48 hours of the City's transmittal and must request any clarifications or modifications to the Work request within five (5) days of the City's transmittal. After said five (5) day period has elapsed, Contractor shall perform the Work as stipulated by the work request, unless the Project Manager agrees to accept a subsequent modification.

(i) Any work performed outside the scope of a work request is at the Contractor's risk and faces the probability of delayed or denied payment.

(ii) Any agreements or stipulations in a request for services or response that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

(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 Administrator 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 Administrator 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 Administrator 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 Administrator 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 (Construction 3/2022).

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Administrator 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 #17-26. 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 the 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 in compliance with the Contract Documents an amount not-to-exceed **One Hundred Twenty Thousand and 00/100 DOLLARS ($120,000.00)** per fiscal year (July 1 to June 30) in accordance with the unit costs in 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, the Mayor and Council may terminate this Construction Contract without further cost to the City by providing notice of such termination in writing to Contractor within thirty (30) days of the first day of that subsequent fiscal year.

Section 3.02. Payment Procedures.

(a) Applications for Payment.

(i) The Contractor shall submit to the Project Administrator 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, where retainage is required by the Project Manager.

(ii) The Project Administrator 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 as follows:

Mr. Andrew Luetkemeier, P.E.,
Transportation Engineering Supervisor
City of Rockville Department of Public Works
111 Maryland Avenue
Rockville MD 20850
Telephone: 240-314-8524
Email: aluetkemeier@rockvillemd.gov

No retainage will be withheld from monthly payments unless deemed necessary by the Project Manager.

(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 (7) 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 (Construction 3/2022), or as otherwise provided in IFB #17-26.

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 subcontractor's 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 all Work under this Construction Contract, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022).

(ii) No retainage will be withheld from payment unless deemed necessary by the Project Manager.

(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 Administrator:

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 Administrator.

(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 Administrator 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 and subject to the conditions for release of retainage in Paragraph 76 of the General Conditions and Instructions to Bidders (Construction 3/2022), 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 all licenses, permits and approvals needed to perform the Work. 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 Administrator 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 Administrator 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 Administrator.

(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.

Section 4.09. [Intentionally Blank].

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 Administrator 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 the 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 Administrator such reports concerning the Work as the Project Administrator 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 Administrator 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 #17-26, 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 6.01(a), and such certificates and endorsements shall be provided to the Risk Manager.

Section 6.02. Indemnification.

(a) 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:

(b) 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;

(c) 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

(d) 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.

(e) 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 the City hereunder therefore, and failure of the 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 three (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 corporation 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 Section 8.02(e), 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 the 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.

(h) Provisions Effective After Termination. 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)(i) 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: 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: Director

To the Contractor:

Lightning Maintenance Inc.
7462 Railroad Avenue
Hamans, MD 21077
Attn: Richard Yoder

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:

Mr. Andrew Luetkemeier, P.E.,
Transportation Engineering Supervisor
City of Rockville Department of Public Works
111 Maryland Avenue
Rockville MD 20850
Telephone: 240-314-8524
Email: aluetkemeier@rockvillemd.gov

Justin Yoder, Contract Manager
Lightning Maintenance Inc.
7462 Railroad Avenue
Hamans, MD 21077
Telephone: 240-832-9900
Email: JYoder@lightningmaintenance.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

_____ By: _____

Cynthia Walters, Acting City Attorney

Jeff Mihelich, City Manager

LIGHTING MAINTENANCE INCORPORATED,

a Maryland corporation

By:_____

Richard Yoder, Director of Government Contracts

EXHIBIT A

BID PRICING FORM

City of Rockville
IFB 17-26

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.

☑ 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)

☑ Did an authorized company representative sign the bottom portion of this of this page?

☑ Did an authorized representative sign the Affidavit form?

☑ Did you complete the reference form in attachment b?

☑ Did you provide a five (5) percent bid bond?

☑ Did you attach the bid pricing sheet to your bid submittal?

☑ 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

☑ 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: 2 DAYS AFTER RECEIPT OF ORDER

PROMPT PAYMENT DISCOUNT: 0 % FOR PAYMENT WITHIN 30 DAYS

COMPANY LEGAL NAME: Lighting Maintenance Inc.

ADDRESS: 7462 Railroad Avenue, Harmans, MD 21077

SUBMITTED BY: Richard A Yoder 2/16/26
SIGN YOUR NAME DATE

Richard Yoder
PRINT YOUR NAME

TELEPHONE# 301-674-0161 FAX # N/A

E-MAIL ADDRESS: RYoder@LightingMaintenance.com FEDERAL ID#/OR SS# 521737066

For informational purposes only *– Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: _____ yes __x__ no _____ I choose not to respond*

INVITATION FOR BIDS #17-26
STREETLIGHT MAINTENANCE CONTRACT

SECTION V: BID PRICING FORM

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.

PRICING SHEETS IN SEPARATE DOCUMENTS

GRAND TOTAL FOR SCHEDULE A AND SCHEDULE B IN WORDS Two Hundred and Twenty-Seven Thousand

Three Hundred and Thirty-Two, 00/100. ($ 227,332.00)

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.

None.

COMPLETE AND RETURN WITH BID

Warranty/Maintenance Information

Please supply the following information during and after the warranty period (attach additional pages as required).

During the warranty period:

1. Maintenance (service) is available from (company name, address and contact telephone):

Lighting Maintenance Inc.
7462 Railroad Avenue, Harmans, MD 21077
877-279-7373

2. The Warranty length is (minimum of ten years) Lifetime warranty on workmanship

3. Detail what the warranty does not include:

Material warranty is per the manufacture's warranty.

After the warranty period

4. Maintenance (service) is available from (company name, address and contact telephone):

Lighting Maintenance Inc.
7462 Railroad Avenue, Harmans, MD 21077
877-279-7373

5. What is the usual delay period between the time service is requested and the arrival time of the service personnel?

Non-emergency: 1-2 days, Emergency: 2-3 hours.

SECTION 6: REQUIRED FORMS

ATTACHMENT A
AFFIDAVIT

I hereby affirm that: I am the Director of Government Contracts and the duly authorized representative of the firm of Lighting Maintenance Inc. whose address is 7462 Railroad Avenue, Harmans, MD 21077

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 Richard A Yoder

Title Director of Government Contracts **Date** 2/16/26

ATTACHMENT B

INVITATION FOR BID 17-26
STREETLIGHT MAINTENANCE CONTRACT

CITY OF ROCKVILLE BIDDER REFERENCE FORM

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 performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. 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.

1. Company Name Montgomery County
Address: 100 Edison Park Dr, Gaithersburg, MD 20878
Contact Person: Dan Sanayi Current phone #: 240-777-2190
Email Address: Yazdan.Sanayi@montgomerycountymd.gov
Contract Amount: $5,451,913.00 Name of your project supervisor: Mike Schmidt
Description of Work Performed: Maintenance of County-owned Streetlights

2. Company Name City of Gaithersburg
Address: 800 Rabbitt Road, Gaithersburg, MD 20878
Contact Person: Diane Archer Current phone #: 240-805-1251
Email Address: diane.archer@gaithersburgmd.gov
Contract Amount: $1,156,748.00 Name of your project supervisor: Mike Schmidt
Description of Work Performed: Street Light Maintenance and Repair

3. Company Name City of Bowie
Address: 15901 Excalibur Road, Bowie, Maryland 20716
Contact Person: Robert Holt Current phone #: 240-544-5690
Email Address: rholt@cityofbowie.org
Contract Amount: $2,766,291.00 Name of your project supervisor: Shane Gallagher
Description of Work Performed: Street Light Maintenance

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

ADDENDUM 1

DATE: January 30, 2026

REFERENCE: City of Rockville
Invitation for Bids: **IFB 17-26**
Streetlight Maintenance Contract

Scheduled Bid Due Date **Tuesday, February 24, 2026 at 2:00 P.M. (EST)**

Pre-Bid Conference Change:

1. **The new Pre-Bid Conference date is Wednesday, February 4, 2026 at 10:00 A.M. EST. Updated link provided below:**
   https://rockvillemd.webex.com/weblink/register/rd2b22e1eb97d069344b396641dfd73bf

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

Lighting Maintenance Inc.
Company Name

Richard A Yoder
Authorized Signature

2/16/26
Date

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

ADDENDUM 2

DATE: **February 12, 2026**

REFERENCE: **City of Rockville**
Invitation for Bids: **IFB 17-26**
Streetlight Maintenance Contract

Scheduled Bid Due Date **Tuesday, February 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 double underlined and marked in red bold (ex: new language) and language deleted has been marked with a double strikeout (ex. ~~language deleted~~).

QUESTIONS AND ANSWERS

1. Will a list of the pre-bid meeting attendees be provided?

   Response: Pre-Bid Attendee List has been posted on Cobblestone.

2. Line items 36 and 37 clearly include the vehicle and the technician. Would Rockville consider adding a line item for a "helper" should the need arise?

   Response: Pay items have been added for an individual's hours that don't involve a vehicle. A new pay item entitled "Labor and Equipment: Additional Technician, no vehicle" have been added with an assumed quantity of 20 hours.

3. Does the city believe Professional Liability insurance coverage is necessary for this contract?

   Response: Professional liability is not required for general streetlight maintenance or replacement.

4. The items listed in "Items to be Stocked" are compensated after installation, correct?

   Response: Correct, they will be paid for when installed. There is no compensation for stocking.

5. Is the 25' Bronze Tower Oaks pole listed in the pricing schedule?

   Response: No it was not. It has been added to the bid sheet as item 27A, with an estimated quantity of 2.

The following items have been added to the submittal checklist section of the solicitation:

- Bid Pricing Sheet.

- Bid Bond.

FAILURE TO SUBMIT THE BID PRICING SHEET SHALL DEEM THE BIDDER NON-RESPONSIVE.

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.

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.

Lighting Maintenance Inc.
Company Name

Richard A Yoder
Authorized Signature

2/16/26
Date

ATTACHMENT C-BID SHEET per Addendeum 2

Schedule A *Includes changes from Addendum 2

No.	Description	Qty.	UOM	L & M	Unit	Extended
1	Colonial LED Fixture AEL 247CL 30W (Black)	5	Labor	$ 220.00	$ 820.00	$ 4,100.00
			Material	$ 600.00		
2	Colonial LED Fixture AEL 247CL 40W (Black)	3	Labor	$ 220.00	$ 840.00	$ 2,520.00
			Material	$ 620.00		
3	Contemporary LED Fixture GE EPDU 25W (Black)	1	Labor	$ 220.00	$ 2,310.00	$ 2,310.00
			Material	$ 2,090.00		
4	Pendant LED Fixture GE ERL1 22W (Gray)	1	Labor	$ 220.00	$ 470.00	$ 470.00
			Material	$ 250.00		
5	Pendant LED Fixture GE ERL1 37W (Gray)	5	Labor	$ 220.00	$ 485.00	$ 2,425.00
			Material	$ 265.00		
6	Pendant LED Fixture GE ERL1 59W (Gray)	3	Labor	$ 220.00	$ 510.00	$ 1,530.00
			Material	$ 290.00		
7	Pendant LED Fixture GE ERL1 110W (Gray)	1	Labor	$ 220.00	$ 597.00	$ 597.00
			Material	$ 377.00		
8	Pendant LED Fixture GE ERL1 37W (Green)	2	Labor	$ 220.00	$ 520.00	$ 1,040.00
			Material	$ 300.00		
9	Pendant LED Fixture GE ERL1 59W (Green)	2	Labor	$ 220.00	$ 540.00	$ 1,080.00
			Material	$ 320.00		
10	Rectilinear LED Fixture GE EACL 55W (Dark Bronze)	1	Labor	$ 250.00	$ 695.00	$ 695.00
			Material	$ 445.00		
11	Rectilinear LED Fixture GE EACL 95W (Dark Bronze)	2	Labor	$ 250.00	$ 750.00	$ 1,500.00
			Material	$ 500.00		
12	Decorative Post Top LED Fixture Holophane PUCL3 30W (Green)	4	Labor	$ 220.00	$ 1,900.00	$ 7,600.00
			Material	$ 1,680.00		
13	Decorative Post Top LED Fixture Holophane PUCL3 39W (Green)	3	Labor	$ 220.00	$ 1,920.00	$ 5,760.00
			Material	$ 1,700.00		
14	Decorative Post Top LED Fixture Holophane AUCL2 89W (Black)	1	Labor	$ 220.00	$ 1,770.00	$ 1,770.00
			Material	$ 1,550.00		
15	Decorative Post Top LED Fixture Lumec L80 55W (Green)	1	Labor	$ 220.00	$ 2,820.00	$ 2,820.00
			Material	$ 2,600.00		
16	Decorative Post Top LED Fixture Lumec L80 65W (Green)	1	Labor	$ 220.00	$ 2,820.00	$ 2,820.00
			Material	$ 2,600.00		
17	Direct Bury Fiberglass Pole 16 foot (Black)	10	Labor	$ 520.00	$ 1,470.00	$ 14,700.00
			Material	$ 950.00		
18	Round Spun Aluminum Pole 25 foot with 6 foot single arm	5	Labor	$ 620.00	$ 2,470.00	$ 12,350.00
			Material	$ 1,850.00		
19	Round Spun Aluminum Pole 25 foot with 6 foot double arm	1	Labor	$ 620.00	$ 2,920.00	$ 2,920.00
			Material	$ 2,300.00		
20	Round Spun Aluminum Pole 30 foot with 6 foot single arm	3	Labor	$ 620.00	$ 3,820.00	$ 11,460.00
			Material	$ 3,200.00		
21	Round Spun Aluminum Pole 30 foot with 6 foot double arm	1	Labor	$ 620.00	$ 4,370.00	$ 4,370.00
			Material	$ 3,750.00		
22	Fluted Steel Pole 22 foot King Luminaire with 6 foot arm (Green)	1	Labor	$ 670.00	$ 7,970.00	$ 7,970.00
			Material	$ 7,300.00		
23	Direct Bury Fluted Fiberglass Pole 12 foot Whatley (Green)	4	Labor	$ 570.00	$ 8,470.00	$ 33,880.00
			Material	$ 7,900.00		
24	Fluted Tapered Aluminum Pole 12 foot Lumec (Green)	3	Labor	$ 570.00	$ 2,870.00	$ 8,610.00
			Material	$ 2,300.00		
25	Fluted Tapered Cast Iron Pole 14 foot Holophane (Black)	1	Labor	$ 570.00	$ 4,070.00	$ 4,070.00
			Material	$ 3,500.00		
26	Fluted Tapered Composite Pole 12 foot Whatley (Green)	3	Labor	$ 570.00	$ 7,520.00	$ 22,560.00
			Material	$ 6,950.00		
27	Fluted Tapered Aluminum Pole 12 foot Holophane (Green)	2	Labor	$ 570.00	$ 4,220.00	$ 8,440.00
			Material	$ 3,650.00		
27A	Round Tapered Aluminum Pole 25 foot (Bronze)	2	Labor	$ 570.00	$ 4,370.00	$ 8,740.00
			Material	$ 3,800.00		
					Subtotal	$ 179,107.00

Schedule B

No.	Description	Qty.	UOM	Unit	Extended
28	Furnish and Install Foundation for Pendant Pole, per Exhibit 3	2	Each	$ 3,000.00	$ 6,000.00
29	Furnish and Install Foundation for Post Top, per Exhibit 4	2	Each	$ 2,500.00	$ 5,000.00
30	Restore and paint decorative streetlight post, 16 feet or less in length, including decorative base and fittings	10	Each	$ 790.00	$ 7,900.00
31	Restore and paint direct bury streetlight post, 16 feet or less in length	15	Each	$ 580.00	$ 8,700.00
32	Restore and paint streetlight post, greater than 16 feet in height, including decorative base, fittings, and arm	5	Each	$ 1,200.00	$ 6,000.00
33	Furnish and Install pole handhole cover for non decorative pole	30	Each	$ 100.00	$ 3,000.00
34	Re-wire pole 16 feet in length or less	10	Each	$ 125.00	$ 1,250.00
35	Re-wire pole greater than 16 feet in length	5	Each	$ 155.00	$ 775.00
36	Labor and Equipment: Aerial boom truck with technician	40	Hour	$ 135.00	$ 5,400.00
37	Labor and Equipment: Service Vehicle with ground technician	20	Hour	$ 125.00	$ 2,500.00
38	Labor and Equipment: Additional Technician, no vehicle	20	Hour	$ 85.00	$ 1,700.00
				Subtotal	$ 48,225.00
				Grand Total	$ 227,332.00

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Lighting Maintenance Inc.

7462 Railroad Avenue Harmans, MD 21077

as Principal, hereinafter called the Principal, and Developers Surety and Indemnity Company

800 Superior Avenue E., 21st Floor Cleveland, OH 44114

a corporation duly organized under the laws of the State of CA
as Surety, hereinafter called the Surety, are held and firmly bound unto The Mayor and Council of Rockville
111 Maryland Avenue Rockville, MD 20850

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Streetlight Maintenance Contract; Invitation to Bid: #17-26

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 24th day of February, 2026.

(Witness)

Lighting Maintenance Inc.
(Principal) (Seal)

By: Richard A Yoder
(Title)
Director of Government Contracts

Max Hickson (Witness)

Developers Surety and Indemnity Company
(Surety) (Seal)

By: Christine M Hickson
(Title)
Christine M. Hickson , Attorney-in-fact
Surety Phone No. 216-328-6216

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POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Christine M. Hickson, of **Columbia, MD**

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective **01/01/2026**.

Surety Bond No.: Bid Bond
Principal: Lighting Maintenance Inc.
Obligee: The Mayor and Council of Rockville

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this **August 7, 2024**.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

DocuSigned by:
By: Janie Clark
876B8D3E22364A8...
Janie Clark, Assistant Secretary

Ed. 0824

Signed and sealed this 24th day of February, 2026.

90 County

State of Maryland
License

02307461
02176537
05841077

25

LIGHTING MAINTENANCE INC
7462 RAILROAD AVE
HARMANS MD 21077

LIGHTING MAINTENANCE INC
7462 RAILROAD AVE
HARMANS MD 21077

Business License Printed Online

Print Number: 2

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE
MO DAY YR
04/28/2025

MONTHS PAID
12

ISSUING FEES	2.00		
TOTAL	17.00		AMOUNT PAID 17.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2026**

ISSUED BY
SCOTT A. POYER, CLERK OF CIRCUIT COURT
8 CHURCH CIRCLE, ROOM H-101
ANNAPOLIS, MARYLAND 21401 (410)222-1434

JRR

A valid Business License shall be printed in color.

STATE BOARD OF ELECTRICIANS

19 04 4154 MICHAEL DAVID YODER 6085 09-23-2025
MESSAGE(S):

Maryland DEPARTMENT OF LABOR

LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND

MARYLAND DEPARTMENT OF LABOR

Wes Moore, Governor
Aruna Miller, Lt. Governor
Portia Wu, Secretary

STATE BOARD OF ELECTRICIANS

CERTIFIES THAT:
MICHAEL DAVID YODER

LIGHTING MAINTENANCE INC
832 OREGON AVENUE

LINTHICUM HEIGHTS MD 21090

IS AN AUTHORIZED: **04 - QUALIFIED AGENT**

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
4154	10-14-2027	N/A	6511991

Signature of Bearer

Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

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19 04 4154 6,511,991

19 04 4154

STATE BOARD OF ELECTRICIANS
100 S. CHARLES ST, TOWER 1
BALTIMORE, MD 21201

MICHAEL DAVID YODER
LIGHTING MAINTENANCE INC
832 OREGON AVENUE

LINTHICUM HEIGHTS MD 21090

Maryland DEPARTMENT OF LABOR
LICENSE * REGISTRATION * CERTIFICATION * PERMIT
STATE OF MARYLAND
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IS AN AUTHORIZED: 04 - QUALIFIED AGENT

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
4154	10-14-2027	N/A	6511991

Signature of Bearer
Secretary



LIGHTING MAINTENANCE INCORPORATED: D03190667

General Information | Filing History | Annual Report/Personal Property

General Information

Options for this Business

Department ID Number: D03190667

Business Name: LIGHTING MAINTENANCE INCORPORATED

Principal Office: 7462 RAILROAD AVENUE
HARMANS MD 21077

Resident Agent: MICHAEL DAVID YODER
7462 RAILROAD AVENUE
HARMANS MD 21077

Status: INCORPORATED

Good Standing: THIS BUSINESS IS IN GOOD STANDING

Business Type: CORPORATION

Business Code: 03 ORDINARY BUSINESS - STOCK

Date of Formation/ Registration: 04/02/1991

State of Formation: MD

Stock Status: STOCK

Close Status: YES

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: CONSENT
Department: PW - ENVIRONMENTAL MANAGEMENT
Responsible Staff: DENZEL JOHN

Subject

Award and Authorize the City Manager to Execute a Rider Agreement with HEF-P Rockville, LLC (a Limited Liability Company Formed by Highland Electric Fleets, Inc.) in the Amount Not-to-Exceed $1,194,169 with Pricing Consistent with Sourcewell Contract 051123-HEF, for Electric Senior Shuttle Buses and Direct Current Fast Charging (DCFC) Stations.

Department

PW - Environmental Management

Recommendation

Staff recommends that the Mayor and Council award and authorize the City Manager to execute a rider agreement for an amount not-to-exceed $1,194,169 and associated sub-agreements included in Attachment 1, with terms and pricing consistent with Sourcewell Contract 051123-HEF for the purchase of two (2) Electric Senior Shuttle Buses and Design, Engineering, Turnkey Installation, Maintenance and Repair of two (2) Direct Current Fast Charging (DCFC) Stations to HEF-P Rockville, LLC (a limited liability company formed by Highland Electric Fleets, Inc.), through June 30, 2036.

Discussion

Staff is requesting award and authorization for a multi-year cooperative contract through Sourcewell Contract 051123-HEF to purchase two electric senior shuttle buses and purchase, design and install two DCFC stations with a 10-year service agreement for station maintenance and a 97% station uptime guarantee. Together, these steps represent the next phase of Rockville's fleet electrification strategy, beginning with electric shuttle buses serving local senior transit routes. This project advances several actions identified in Rockville's Climate Action Plan (CAP, adopted January 10, 2022) and Electric Vehicle Readiness Plan (EVRP, adopted March 28, 2025) by:

- Supporting CAP Action M-06, transitioning the City fleet to cleaner and more efficient fuel sources.
- Advancing CAP Action M-07, expanding electric vehicle charging infrastructure on City property.
- Implementing EVRP Action 3.1.2, piloting clean technologies for medium- and heavy-duty fleet applications.

Background

In May 2025, the Maryland Energy Administration (MEA) awarded the City of Rockville a grant of up to $160,000 through the FY 2025 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program for the purchase of two electric senior transit buses. The program helps Maryland organizations offset the cost of purchasing newly manufactured zero-emission medium- and heavy-duty fleet vehicles. On August 4, 2025, the Mayor and Council authorized the City Manager to execute the FY 2025 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Agreement (MEA Grant No. 2025-12-518S1). The grant requires the City to submit invoices for vehicle purchases by August 30, 2027.

Following execution of the grant agreement, staff evaluated vehicle and contract options that meet the Senior Center's specifications and received pricing from 3 vendors for buses and charging stations. Highland Electric Fleets provides a package through a Sourcewell contract that includes a 123 kW Optimal EV Low-Floor Shuttle Bus equipped with DC fast-charging capability and configured for a maximum of 18 passengers, ADA bifold entry ramp and wheelchair seating. This is the only electric bus model with low-floor entry meeting the Senior Center's low-entry requirements. The proposal also includes the design and installation of two direct current fast charging (DCFC) stations capable of recharging each shuttle bus in approximately 2.5 hours.

These DCFC stations will be the City's first high-capacity charging infrastructure. In addition to providing standard charging service for the electric senior buses, the stations can also serve existing light-duty electric vehicles allowing recharging from 10% to 80% in under 40 minutes, compared to Level 2 stations that recharge 10% to 80% in 5.6 -7 hours. The selected distributed charging system design places the main power electronics in a separate Power Cabinet, reducing infrastructure costs, enabling dynamic power sharing between dispensers, improving scalability, and minimizing repair costs in the event of dispenser damage.

Initially, the 200 kW Power Cabinet will be outfitted with 100 kW of power modules (two 50 kW modules), providing simultaneous 50 kW charging capacity per dispenser or 100 kW when one vehicle is charging. The system can later be upgraded with two additional 50kW power modules to deliver 100 kW simultaneous charging per dispenser as future electric medium and heavy-duty fleet needs evolve.

HEF-P Rockville, LLC, under Sourcewell Contract 051123-HEF, will provide the turnkey procurement—including vehicle purchase, design engineering, DCFC installation, maintenance, and repair services. The package includes a 10-year performance-based service level agreement guaranteeing 97% charger uptime. HEF-P Rockville, LLC will provide the City with an Availability Payment or Credit for any lapses in meeting the Performance Guarantee throughout the term of the contract.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Procurement

Sourcewell (formerly known as NJPA-National Joint Powers Alliance) is a national cooperative with more than 50,000 member agencies throughout the United States. Sourcewell has over 40 years of service helping government, education and nonprofit agencies operate more efficiently, seeking quality products and services for the best possible price. National cooperatives, like Sourcewell, with its competitively solicited contract process, are considered to be fair and reasonable contracting vehicles, providing government agencies with quality goods and services at equitable cost. The City has been a member of Sourcewell since approximately 2010 and has previously utilized Sourcewell contracts for various products and services.

Sourcewell posted the Request for Proposal #051123, for the procurement of Fleet Electrification Transition Planning, Management, and Related Services on March 23, 2023. The RFP received 43 proposals and resulted in nine award contracts. Sourcewell Contract 051123-HEF provides participating agencies with competitively solicited access to a comprehensive suite of fleet electrification services, including electric buses. The contract includes consulting, procurement of electric vehicles and electric vehicle supply equipment (EVSE), project design and installation, financing options, and ongoing charging station support. Sourcewell Contract 051123-HEF initial term began on July 14, 2023, and expires on July 19, 2027, the contract allows up to three additional-one-year extensions.

City staff conducted a cost analysis comparing two procurement alternatives and determined that the pricing and scope available through this contract offer the best overall value and represent the most effective and efficient solution to meet the City's operational and sustainability objectives.

In accordance with Section 17-71(b) of the Rockville City Code, Cooperative Procurement, the City may contract with any contractor who offers goods, services, insurance, or construction on the same terms as provided to other State or local governments or agencies thereof, who have arrived at those terms through a competitive procurement procedure similar to the procedures used by the City.

In accordance with Section 17-39 of the Rockville City Code, Awarding Authority, all contracts involving more than two hundred fifty thousand dollars ($250,000) shall be awarded by the Mayor and Council.

Highland Electric Fleets, Inc. is a non-Minority, Female, Disabled or Veteran (non-MFD-V) business.

The draft agreement and sub-agreements are included as Attachment 1.

To view all contact documents, please click the following links.

1. Highland Proposal
2. Highland Sourcewell Quote
3. Highland Contract Agreement Approval
4. Sourcewell Contract
5. Sourcewell Solicitation

Fiscal Impact

This is a multi-year initiative with funding from the Electric Vehicle Infrastructure Capital Improvement Program (GA23, Attachment 2) for the initial outlay for the design, purchase and installation for the EV charging infrastructure and the operating budget for vehicle purchases and 10-year service agreement, as summarized in Table 1.

- **Charging Infrastructure**: The total estimated cost for installation and a 10-year service agreement for two DCFC stations is approximately $439,719, with authorization requested for $492,969 to include contingency for Pepco interconnection, bonding, and CPI adjustments. Funding supporting installation and the first year of service of the associated DCFC infrastructure is available through the Electric Vehicle Infrastructure Capital Improvement Program (Project GA23) (Attachment 2).
- **Vehicles**: The adopted FY 2026 operating budget includes $360,590 for the purchase of one electric bus. The adopted FY 2027 operating budget includes $360,590 for the purchase of the second electric bus. Highland Electric Fleet priced the first Electric Shuttle bus at $350,600. The total estimated cost for the purchase of two electric shuttle buses is $701,200. Funding for the Years 2-10 of the service agreement is anticipated to be included as OCI for CIP GA23 in future operating budgets.

Table 1: Funding Schedule

Budget	Vehicles	DCFC Charging Infrastructure and Service
FY 2026 Operating	$350,600 (bus #1)	
FY 2027 Operating	$350,600 (bus #2)	
CIP GA23		Operational Date Payment (~FY27): • Initial Payment = $160,000 (Purchase, Design, Installation) • Base Service fee for Contract Year 1 = ~$24,400.00 (prorated for first contract year if longer than 12 months)
FY 2028 – 2036 Operating		Annual Service Payments:* Contract Year 2 (FY28) = ~$25,132.00 Contract Year 3 (FY29) = ~$25,885.96 Contract Year 4 (FY30) = ~$26,662.54 Contract Year 5 (FY31) = ~$27,462.41 Contract Year 6 (FY32) = ~$28,286.29 Contract Year 7 (FY33) = ~$29,134.88 Contract Year 8 (FY34) = ~$30,008.92 Contract Year 9 (FY35) = ~$30,909.19 Contract Year 10 (FY36) = ~$31,836.47 *10-Year Service Agreement, with 3% annual escalation included. Subject to increase or decrease based on the annual Consumer Price Index (CPI) and City collection of Provider Performance Guarantee Availability Credits
Total	$701,200	$439,719 *Staff is requesting authorization up to $492,969 to include $53,250 contingency for potential PEPCO Interconnection costs, bonding, and CPI adjustments.

Next Steps

If approved by the Mayor and Council, the City Manager will execute the Rider Agreement and associated sub-agreement with HEF-P Rockville, LLC (a limited liability company formed by Highland Electric Fleets, Inc.) in the amount not-to-exceed $1,194,169.

Attachments

Attachment 1, Attachment 2

Transportation Equipment Services Agreement

This Transportation Equipment Services Agreement ("**Agreement**") is made as of **_____, 2026** (the "**Effective Date**") between **The Mayor and Council of Rockville**, a Maryland municipal corporation ("**Customer**") and **HEF-P Rockville, LLC,** a Delaware limited liability company that is registered in Maryland ("**Provider;**" each of Customer and Provider, a "**Party**").

RECITALS

A. WHEREAS, Customer desires to procure two (2) electric shuttle buses and the purchase, design, and installation of two (2) DCFC stations with a 10-year service agreement for station maintenance and a 97% station uptime guarantee; and

B. WHEREAS, in accordance with Rockville Code Section 17-71(b), Customer may enter into a contract to procure goods and services without utilizing Customer's formal solicitation process if (a) the contractor has entered into a contract to provide said goods and services to "other state or local governments or agencies," (b) the other state or local government or agency arrived at the contract terms with the contractor through a competitive procurement procedure similar to the procedure used by Customer, and (c) Customer obtains the same contract terms the contractor offered to the other state or local government or agency for said goods and services; and

C. WHEREAS, Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota ("**Sourcewell**") that offers cooperative procurement solutions to government entities, and Customer's Department of Procurement has determined that Sourcewell's competitive procurement procedure is similar to the competitive procurement procedure utilized by Customer; and

D. WHEREAS, on or about March 23, 2023, Sourcewell issued Request for Proposal #051123 (the "**RFP**") to solicit the procurement of fleet electrification transition planning, management, and related services; and on May 11, 2023, Highland Electric Fleets, Inc., ("**Highland Electric Fleets**") a Delaware corporation, submitted a response to the RFP; and

E. WHEREAS, on July 14, 2023, Sourcewell entered into a contract with Highland Electric Fleets referred to as Sourcewell Contract 051123-HEF (the "**Sourcewell Contract**"), wherein Highland Electric Fleets agreed to provide Sourcewell and its eligible participating entities with equipment, products, and services responsive to the RFP; and

F. WHEREAS, Provider is a Delaware Limited Liability Company that is registered in Maryland and that is wholly owned by Highland Electric Fleets; and

G. WHEREAS, Customer, as an eligible participating public agency and Sourcewell member, shall assume the rights and obligations of a Participating Entity, as defined in the Sourcewell Contract. and the Provider agrees to provide the goods and services described in more detail herein to Customer on the same terms and conditions as provided in the Sourcewell Contract, subject to the terms and conditions of this Agreement; and

H. WHEREAS, Customer and Provider agree that where the terms of this Agreement vary from the terms and conditions of the Sourcewell Agreement, the terms and conditions of this Agreement shall prevail.

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

1. Services. Customer retains Provider to provide Services (defined below) based on the provision of access to and use of charging stations ("**Chargers**") and related infrastructure and equipment, including, in Provider's discretion, battery energy storage systems and electricity generation facilities ("**Infrastructure**;" Vehicles, Chargers, and Infrastructure, collectively, the "**System**") for **two (2)** electric shuttle buses, described on **Exhibit A** ("**Vehicles**"), which Vehicles are

owned and will be operated by Customer. The System will be located at Customer's premises ("**Premises**") identified in the preliminary "**System Site Plan**" attached as **Exhibit B**. The "**Services**" mean:

a. **Consulting Services:** Planning and incentive support for fleet electrification;
b. **Procurement Services:** Specification and purchase of Chargers, and Infrastructure;
c. **Installation Services:** Design, permitting, installation, and interconnection of the System;
d. **Training Services:** System use training for Customer staff at times mutually agreed by the Parties;
e. **Charge Management Services:** License to Customer of Provider's fleet management software platform ("**Platform**") under the Platform License (defined below); and
f. **Operations Services:** From and after the Operational Date, operation and maintenance of Chargers and Infrastructure.

2. Term. This Agreement will be effective (the effective period, the "**Term")** from the Effective Date through the end of the Initial Term and any Extension Term (as such terms are defined below), subject to earlier termination as provided herein.

a. "**Initial Term**" means the period beginning on the date ("**Operational Date**") the System is available at the Premises and operational, as agreed pursuant to a certificate ("**Certificate**") in the form of **Exhibit C** agreed by the Parties, and ending on the last day of the tenth (10^{th}) Contract Year. Customer will be deemed to have agreed to the Operational Date set forth in a Certificate signed and delivered by Provider unless, no later than 5 days after such delivery to Customer, Customer delivers a written objection notice to Provider. For avoidance of doubt, the Operational Date shall not occur until the Vehicles, Chargers, and Infrastructure are all available to Customer at the Premises and operational.
b. **Extension Term.** No Agreement effective period ("**Extension Term"**) following the Initial Term is contemplated as of the Effective Date. If the Parties agree in writing that this Agreement should continue and be effective for an Extension Term, the provisions of this Agreement may be revised for such Extension Term as agreed.
c. **Anticipated Operational Date.** The Operational Date will occur on or before **February 28, 2027** (the "**Anticipated Operational Date**"). To the extent the Operational Date conditions set forth in the Certificate are satisfied in advance of the Anticipated Operational Date, the Operational Date shall occur prior to the Anticipated Operational Date and Customer will not object to an early achievement of the Operational Date. By delivering a written notice to Customer (including via email), Provider may extend the Anticipated Operational Date for any delay beyond Provider's reasonable control, including utility delay, delay due to Force Majeure Events (defined below), and System original equipment manufacturer ("**OEM**") delay; and upon delivery to the Customer of such notice, the Anticipated Operational Date shall be amended as set forth in such notice.

3. Provider Performance Guarantee.

a. "**Charger Uptime Guarantee**": From and after the Operational Date, Provider guarantees that the Chargers will be Available (defined below) at least **97**% of each Contract Year ("**Availability Percentage**"), subject to Permitted Exclusions (defined below). Chargers will be "**Available**" if they are capable of being operated to charge the Vehicles simultaneously at the minimum power level of 49 kW per charging port. For each 1% below the Availability Percentage that the Chargers are not Available in a Contract Year, Provider will pay or provide to Customer an "**Availability Credit**" equal to 1% of the aggregate Base Service Fee (defined below) paid for that Contract Year. Provider will also pay or provide Customer a "**Penalty Availability Credit**" equal to 1% of the aggregate Base Service Fee for each 72-hour period in any Contract Year in which the Chargers are unable to simultaneously deliver a minimum of 49 kW of power per charging port to Vehicles for that Contract Year ("**Penalty Event**"), excluding scheduled maintenance for which Customer received prior notice. Customer shall provide Provider with written notice of any Penalty Event. Provider may provide one or more redundant charging stations (e.g. – a level 2 charging station) at the Premises and rely on the redundant charger(s) to satisfy the Availability Percentage and avert a Penalty Event when Chargers are not Available. Notwithstanding the foregoing, a Charger shall be deemed "**Available**," despite being inoperable, if the Charger inoperability is due to a Permitted Exclusion; and a "**Penalty Event**" shall not be deemed to occur or be continuing during any period to the extent a Permitted Exclusion occurs or is continuing. Availability Credits and Penalty Availability Credits may be referred to collectively or individually, as the context requires, as "**Credits**" or a "**Credit**."
b. "**Service Promise**": Provider will (i) for each identified issue with the System noticed by Customer, provide a remote response on the same days as notice delivery or the next business day for notices received after 5:00 pm (ET), and (ii) implement periodic (at least semi-annual) Customer surveys and System operations reviews.
c. "**Permitted Exclusions**" means (i) grid outages, blackouts, telecommunications or Internet outage or unavailability, and similar events, (ii) Default Event by Customer or Customer acts or omissions that affect fulfillment of the Charger Uptime Guarantee (including Customer failure to properly plug a Vehicle into an in-service Charger port, facility or parking area construction requiring System shut down or Vehicle relocation, Vehicle malfunctions due to untimely or incomplete Repair Work), (iii) System component theft or System component vandalism, (iv) Force Majeure Events (defined below); (v) scheduled preventive maintenance and testing (not to exceed 40 hours per System per Contract Year); and (vi) any other event or circumstance specifically designated as a Permitted Exclusion pursuant to this Agreement.

d. **Limitation**. The total amount of Credits that may accrue and be payable for any Contract Year are capped at twenty percent (20%) of the aggregate Base Service Fee paid for that Contract Year.

4. Base Service Fee; Invoicing; Taxes.

a. **Base Service Fee.** So long as Customer timely pays the "Initial Payment" pursuant to **Exhibit E**, during the Term, Customer will pay to Provider a fee equal to **$24,400.00**/12 months ("**Base Service Fee")**, which amount will be prorated for the first Contract Year if longer than 12 months and will increase by the Escalator (defined below) for each Contract Year after the first Contract Year.

b. The "**Escalator"** means an annual rate of **3%**, but if the Consumer Price Index ("**CPI")**, for the region including the Premises changes over a Contract Year by more than **6%**, up or down, then the Escalator for the ensuing Contract Year only will be adjusted up or down by such annual percentage increase or decrease in the CPI *minus* **6%**.

c. **Accrual and Payment**. The Base Service Fee will accrue in advance and will be due and payable as of the Operational Date, and as of the first day of each Contract Year after the first Contract Year. The Base Service Fee will be prorated for the first Contract Year to the extent such first Contract Year is longer than twelve (12) months.

d. **Invoicing.** Provider will provide Customer with a preliminary projected invoice for the Base Service Fee for each Contract Year 30 days prior to issuing the final invoice. Provider will invoice Customer for the Base Service Fee due for each Contract Year in advance of the due date, except that the Initial Payment and Base Service Fee for the first Contract Year will be invoiced on or after the Operational Date. Customer fees or Provider credits that accrue as set forth in this Agreement will be invoiced as soon as possible after accrual. Payments will accrue and be due 60 days after the stated invoice date, except in the event that Provider, including successors or assigns, is operating under a new name or has changed its bank remittance information since the last payment, in which case payments will be due 90 days after the stated invoice date, and any payment that is not paid when due shall be subject to interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower. Customer shall pay all amounts due under this Agreement in full without any setoff, deduction, counterclaim, recoupment, defense, or withholding of any kind, whether arising under this Agreement or any other agreement or transaction between the Parties. Availability Credits will accrue and be provided annually and will be reflected in a written statement delivered by Provider to Customer following each Contract Year; and Penalty Availability Credits will accrue no more frequently than monthly and will be reflected in a written statement delivered by Provider to Customer following accrual. Accrued Credits will be applied to reduce Base Service Fee payments, or, if no future Base Service Fee payments are due at the time of accrual, will be paid as agreed by Customer and Provider.

e. The "**Contract Year**" means: (i) for the first Contract Year, the period beginning the Operational Date for such Vehicle and ending on the June 30 that is at least twelve (12) months after the Operational Date; or (ii) for each Contact Year after the first Contract Year, the 12-month period beginning July 1 and ending on the next June 30, subject to earlier termination as provided in this Agreement.

f. **Taxes**.

i. *Customer's Taxes*. Customer is responsible for (1) any real property taxes on the Premises or Customer's property thereon; and (2) personal property or excise taxes on the Vehicles; and (3) state or local sales, use, or similar taxes (collectively, "**Sales Taxes**"), if any, imposed with respect to the provision of any Services (including any Services relating to provision of any System component) (collectively, "**Customer Taxes**").

ii. *Provider's Taxes***.** Provider is responsible for any income taxes or similar taxes imposed on Provider's receipt of income with respect to any payment under this Agreement ("**Provider's Taxes**") and, if required by applicable law, for collection from Customer and remittance to the applicable taxing authority of Sales Taxes payable with respect to the Services under this Agreement.

iii. *Tax Cooperation*. Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize the taxes, including Sales Taxes, payable by the Parties.

5. Incentives and Tax Credits. Provider is entitled to the benefit of, and will retain all ownership interests in Tax Attributes and Incentives, including Existing Incentives, where:

a. "**Incentive**" means (i) a payment (such as a rebate or grant, but excluding any "make ready" funding) paid by a utility, regional grid operator, or governmental authority based in whole or in part on the cost, size, or operation of the System or any portion thereof, (ii) "make ready" or similar interconnection related funding, payment, or rebate provided by a utility with respect to the System or its interconnection or operation, and (iii) a performance-based credit or payment, based on the production, operation, or capacity of the System or any portion thereof.

b. "**Tax Attribute**" means (i) any federal or state investment tax credit, production tax credit, or similar tax credit, grant, or other tax benefits under federal, state, or local law with respect to the upfront costs or operation of the System, and (ii) depreciation including any bonus or accelerated depreciation with respect to the System.

c. "**Existing Incentive**" means depreciation of the System (also a Tax Attribute).

6. Platform License; Intellectual Property.

a. **Intellectual Property**. As between Provider and Customer, Provider retains and reserves all right, title, and interest in and to the Platform. No rights are granted to Customer in the Platform hereunder except as expressly set forth in this Agreement.

b. **Grant of License in Platform**. Provider hereby grants to Customer a royalty-free, non-assignable, non-transferable, and non-exclusive license ("**Platform License**") for Customer's personnel, commencing on the Operational Date and for the balance the Term, to access and use the Platform to perform its transportation operations.

c. **Data**. Data regarding the operational state of and performance of the System and any Vehicle shall be the property of Provider. However, data specific to any Vehicle may only be published by Provider on an anonymized basis. Data regarding use of any Vehicle shall be made available to Customer, and is hereby licensed to, Customer to on a non-exclusive, worldwide, royalty-free basis, and may be used by Customer for its transportation operations. Data collected by any cameras installed on any Vehicle ("**Customer Content**") shall be the property of Customer; provided that, at the request of Provider, and subject to applicable law, Customer may provide access to Customer Content to Provider.

d. **Use Limitations.** Customer shall not, and shall not permit any users accessing the Platform by, for, or through, Customer to: (i) copy, modify, or create derivative works of the Platform; (ii) sell, license, sublicense, assign, or otherwise transfer the Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component or source code or algorithms of the Platform; (iv) circumvent security measures in the Platform; or (v) remove any proprietary notices from the Platform.

e. **Diagnostic Software.** The Parties acknowledge and agree that the Platform does not include Vehicle diagnostic software that may be used or useful to identify Vehicle issues and the type of Repair Work required. If necessary to assure compliance with Customer's Repair Work obligations under this Agreement, Customer may be required to procure such Vehicle diagnostic software.

7. **<u>Vehicle and System Operation</u>**.

a. **Operations Covenants**. Commencing on the Operational Date and throughout the balance of the Term, Customer will:

i. operate each Vehicle only (A) as necessary for Customer's governmental operations; (B) as necessary to perform Repair Work; and (C) consistent with Prudent Vehicle Practices (defined below);

ii. not directly or indirectly, modify, repair, move, or otherwise tamper with any Charger in any manner or with any Vehicle in any manner, except as necessary to perform Repair Work consistent with this Agreement;

iii. be responsible for (A) ensuring that appropriately trained Customer employees properly plug and unplug the Vehicles from the Chargers when not in use by Customer; and (B) restricting access of third parties, passengers, and other unauthorized personnel to the System, except as contemplated by this Agreement;

iv. at its own expense, keep each Vehicle properly registered and licensed in Customer's name;

v. at its own expense, keep each Vehicle insured in accordance with applicable law and this Agreement;

vi. ensure the Vehicle is driven only by properly licensed and trained personnel (each, a "**Driver**");

vii. be responsible for the safe loading, supervision, and transportation of passengers with respect to Vehicles;

viii. use reasonable efforts, in collaboration with Provider, to support charge management, including moving a Vehicle to plug into an in-service Charger port, including a redundant charging station port;

ix. not transfer, sublease, or assign the Vehicle, or permit any person, except Drivers or OEM-authorized agents in connection with Repair Work, to drive the Vehicles.

Except for Customer's operation of the Vehicles and use of and access to the System in accordance with the above operating parameters, Provider shall have charge over, and control of, the System.

b. "**Prudent Vehicle Practices**" means those practices and processes in connection with Vehicle charging, operation, and repair that: (i) are consistent with electric vehicle industry and shuttle bus industry best practices, (ii) comply with applicable OEM recommendations and requirements; (iii) conform to the requirements necessary to preserve the OEM Vehicle warranty; and (iv) comply with all applicable federal, state, and local laws and requirements.

c. **Provider Use of the System.** Subject in all cases to its obligations to provide the Services to Customer, Provider may use the System to participate in, among other things, utility demand response and vehicle-to-grid dispatch programs, ISO-level frequency regulation and other wholesale market dispatch, and grid services activities, at its sole discretion ("**Grid Services**"). Throughout the Term, the Provider shall have access to the Platform and, without limitation, will use the Platform to access and analyze Vehicle and Charger operational data, Vehicle state of charge, faults, maintenance status, Vehicle location (GPS), Vehicle speed, and Charger electricity use. Provider has the right: (i) to install at the Premises or on any System component, use, operate, repair, replace, and remove equipment (collectively, "**Provider Equipment**") that may be included as part of, that is related to, or that may serve any Vehicle or any other component of the System; and (ii) to install at the Premises or on or within a Vehicle or other System component, use, operate, maintain, repair, replace, and remove any storage container, vault, or other facility (each, a "**Storage Facility**") that may be used to store Provider equipment, tools, or materials used or useful in providing Services or for electric vehicle, charger, or related parts, infrastructure components or material. The Provider Equipment and any Storage Facility may also be referred to collectively as "**Provider Facilities."** The Provider's rights with respect to Provider Facilities are expressly conditioned on the use, operation, maintenance, repair, replacement, or removal

thereof: (1) complying with applicable law and, as applicable, Prudent Vehicle Practices, and (2) supporting and not interfering with, or inhibiting, the provision of Services and the use of the System by the Customer contemplated by this Agreement. Provider shall own and shall bear all risk of loss (excluding Customer-caused damage) and benefit from Provider Facilities and shall maintain Provider Facilities in good condition, reasonable wear and tear excepted. To the extent Provider removes the System from the Premises at the end of the Term or otherwise, unless otherwise agreed by Customer, Provider also shall remove all Provider Facilities from the Premises.

8. Maintenance.

a. **System Maintenance Generally**. Provider is responsible for all operation and maintenance, and related costs, for the Infrastructure and Chargers. Customer is responsible for all inspection, maintenance, and repair of the Vehicles in accordance with this Agreement.

b. **Vehicle Maintenance**.

i. *Repair Work*. Customer shall perform or cause to be performed by a qualified third party, all inspections, maintenance, and repairs of each Vehicle consistent with the requirements of this Agreement ("**Repair Work**"). Customer shall perform all Repair Work, except those items which require specialized training or service at a third-party facility, such as for repairs to the battery and drivetrain systems. Repair Work shall be performed in accordance with applicable Prudent Vehicle Practices. For the avoidance of doubt, Customer assumes all responsibility for the operation of each Vehicle before, during and after any Repair Work for such Vehicle.

ii. *OEM Warranty*. If any OEM Vehicle warranty ("**OEM Warranty**") applies to or would cover any Repair Work, Customer shall perform or shall cause to be performed, such Repair Work consistent with the requirements applicable to the relevant OEM Warranty.

iii. *Inspections*. Each Contract Year during the Term, as part of its obligation to perform Repair Work for Vehicles, Customer shall submit each Vehicle for Inspections (defined below) and shall perform preventative maintenance and repairs on such Vehicle in accordance with Prudent Vehicle Practices and as otherwise may be required to enable such Vehicle to successfully pass or satisfy all applicable Inspection criteria. Upon satisfactorily passing any Inspection, Customer will deliver to Provider documentary proof thereof. "**Inspections**" means such inspections required by Prudent Vehicle Practices to maintain Vehicle operability.

9. System Site Plan; Premises.

a. System Site Plan. Provider may propose adjustments to the design, equipment, or layout of the System at the Premises or any on-site installation schedule so that the preliminary System Site Plan attached as **Exhibit B** is no longer materially accurate. Prior to implementing any such change, Provider shall deliver to Customer an updated plan for the System at the Premises. Customer shall have ten (10) days after receipt of any design update to (i) approve or disapprove such updated design and (ii) notify Provider of any site conditions or technical, electrical, or structural impediments known to Customer which could reasonably be anticipated to prevent, delay or add cost to the System installation. Customer's failure to respond within such ten (10) day period shall be deemed approval of such updated System design. If Customer disapproves an updated design of the System at the Premises, Provider shall use commercially reasonable efforts to modify the design and resubmit it for Customer's approval. Any updated System design at the Premises that is agreed by Customer and Provider shall be deemed the "**System Site Plan"** hereunder and shall replace and supersede any prior System Site Plan. If any design modifications requested by Customer render the System or any component thereof non-viable or require additional expense by Provider, in Provider 's reasonable judgment, Provider may terminate this Agreement by providing thirty (30) days' prior written notice to Customer, in which case neither Party shall be liable for any damages in connection with such termination. Provider may, at its discretion, upon written notice to Customer, swap any System component for a functionally equivalent System component and may add additional Chargers and Infrastructure at the Premises within the area(s) on the System Site Plan designated for stationary System equipment, at no additional cost to Customer. Provider shall have no obligation to obtain Customer approval of immaterial changes to the System Site Plan; provided, that, within thirty (30) days after completion of all Installation Services, Provider will deliver to Customer a final, as-built System Site Plan, reflecting the as-installed System with all such immaterial changes.

b. Conditions Precedent. If any Condition Precedent (defined below) is not timely satisfied, then, for thirty (30) days following written notice from Provider to Customer delivered within sixty (60) days after the failure of such Condition Precedent, the Parties shall attempt to negotiate an adjustment to the Base Service Fee applicable as of the first Operational Date or, if later, applicable as of the date such Condition Precedent is not satisfied. After such thirty (30) day negotiation period, either Party that participates in such negotiations in good faith may terminate this Agreement by providing ten (10) days' prior written notice to the other Party, provided that this Agreement shall not terminate if, prior to the expiration of such 10-day period, the Provider withdraws its negotiation request in writing. Neither Party shall be liable for any damages in connection with such termination. The following conditions (each a "**Condition Precedent**") shall be satisfied:

i. The total cost payable by Provider, after any make-ready or similar interconnection-related Existing Incentive, to connect the System to an on-Premises connection point and to interconnect from that point to the local electric

utility system, including fees and reimbursements payable to the local electric utility, and the cost of electrical equipment, materials, and labor ("**Interconnection Cost**") shall not exceed **$21,000.00**;

ii. Each permit, license, approval, authorization, service agreement, or similar permission or agreement (each, an "**Approval**") from a federal, state, or local government authority, agency, department, commission, board, instrumentality, official, court, or tribunal that has jurisdiction (a "**Governmental Authority**") or utility that is required pursuant to applicable law, applicable code (including building, electrical, or similar), or in the reasonable judgment of the Provider to install, interconnect, start-up, or operate the System at the Premises shall have been secured for the System by Provider, on a timely basis and without any condition or requirement that a change should be made to the System or the System Site Plan attached as **Exhibit B**;

iii. All applicable Existing Incentives for the System shall have been timely secured and received by Provider;

iv. Sitework at the Premises beyond that contemplated by the preliminary System Site Plan attached as **Exhibit B** (including flood mitigation) shall not be required to complete the Installation Services; and

v. Customer has not provided inaccurate or incomplete information concerning the Premises or made requests for changes to the System, its location, or related facilities on the Premises that, in either case, increase the cost to Provider to perform Installation Services or extend the schedule for performance of Installation Services.

c. **Surety**. As soon as possible after the Effective Date and, in any event, prior to commencing Installation Services on the Premises, Provider shall furnish to the Customer payment and performance bond(s), an irrevocable letter of credit, or other performance guarantees, as acceptable to and approved by the Customer ("**Surety**"). Such Surety shall be in a sum equal to $460,719.00 (FOUR HUNDRED SIXTY THOUSAND, SEVEN HUNDRED AND NINETEEN DOLLARS) and shall be issued by a surety company authorized to do business in the State of Maryland. Such Surety shall provide effective and sufficient financial assurance for the full and faithful performance by Provider of the Installation Services under this Agreement, including with respect to the installation of Chargers and Infrastructure at the Premises and the payment of bills for labor and materials for such work. Such Surety shall be payable to the Customer upon demand for the Provider's failure to perform the Installation Services as required under this Agreement and/or failure to pay all amounts owed to laborers, mechanics, subcontractors, and materialmen for work performed or materials, supplies, rental items, tools, and equipment provided for the Installation Services under this Agreement. The Surety shall also assure the repair or replacement of any such work found to be defective or otherwise not in compliance with this Agreement. The Surety shall remain in effect or be promptly renewed or replaced by another Surety acceptable to the Customer until the Operational Date and the delivery by Provider to Customer evidence satisfactory to the Customer that all payroll, material bills, taxes and other indebtedness connected with the Installation Services have been paid or otherwise satisfied. Such evidence may include a complete and final, unconditional waiver or release of any and all lien and claim rights from each subcontractor, materialman, supplier, manufacturer, and dealer for all labor, equipment, and material used or furnished by each on the relevant work.

d. **Access Rights**. Customer represents and warrants that, as of the Effective Date, Customer occupies, uses, and controls the Premises (through fee title ownership, easement rights, lease, or similar) and Customer represents that, throughout the Term, Customer will control, use, and occupy the Premises in substantially the same manner as Customer's use and occupancy as of the Effective Date. Customer, as owner of the Premises, or with full permission from the owner of the Premises (the "**Landowner**"), if other than Customer, hereby grants to Provider and to Provider's agents, employees, contractors, subcontractors, and the utility serving the Premises a non-exclusive, royalty free, license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across such Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of the Term (the "**License Term**"), for the purposes of performing the Services and all of Provider's obligations and enforcing all of Provider's rights set forth in this Agreement and otherwise as required by Provider in order to effectuate the purposes of this Agreement, including performing due diligence of the Premises. In addition, Customer, as the owner of the Premises, or with full permission from the Landowner, hereby grants to Provider an exclusive, sub-licensable license running with the Premises during the License Term (the "**Exclusive License**," and together with the Non-Exclusive License, the "**Licenses**") for the sole purposes of installation, operation, use, repair, and removal of the Vehicles, Chargers, Infrastructure, and any Provider Facilities on the Premises. To the extent Customer does not own the Premises, Customer will use commercially reasonable efforts to secure from the Landowner of such Premises, written consent to the Licenses and contemplated uses associated with the Licenses prior to the initiation of Installation Services at the Premises. In connection with the access rights under the Licenses, and to ensure prompt performance of repairs, emergency response, and to mitigate risk of property losses associated with the System, Customer shall provide to Provider and its agents access to the Premises on weekdays between the hours of 6:30 am and 4:00 pm after 48 hours' notice, except in the event of a bona fide emergency, in which case Customer shall provide Provider with the contact information of one or more employees who can provide access 24/7.

e. **End of Term; Removal**. The Parties agree to meet at least one (1) year prior the end of the Initial Term or, as applicable, the Extension Term or as soon as practicable upon the earlier termination of this Agreement in order to discuss the use of the components of the System in connection with Customer's future transit plans. Customer will endeavor to use such System components in connection with any future electrical vehicle operations, to the extent

practicable and upon agreement to a reasonable purchase or lease arrangement with Provider, but in no event shall Customer or Provider be obligated to enter into any such arrangement. Unless such arrangement is entered into, during the 90-day period following the last day of the Initial Term or, as applicable, the Extension Term, Provider shall, at its expense and in a reasonably diligent manner, (i) decommission and remove from the Premises all above-ground property comprising the System and Provider Facilities, and (ii) return to substantially original condition (excluding ordinary wear and tear) any portion of the Premises that was impacted by the above-ground components of the System or any Provider Facilities and System decommissioning. Customer must provide access, space, and cooperation as reasonably necessary to facilitate System decommissioning and any removal of the above-ground components of the System or any Provider Facilities. If Provider fails to remove or commence substantial efforts to remove the Chargers, Infrastructure, and any Provider Facilities as required by this provision, Customer may, at its option, remove such Chargers, Infrastructure, and Provider Facilities to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's cost.

f. **Environmental**. Customer represents that there are no Hazardous Substances (defined below) present on, in or under the Premises in violation of any applicable law. Customer shall not introduce, store, discharge, manage or use any Hazardous Substances on, in or under the Premises in violation of any applicable laws, legal requirements, or Provider's maintenance obligations. In the event of the discovery of Hazardous Substances on, in or under the Premises, Customer shall comply with all applicable laws relating thereto. In no event shall Provider be responsible for Hazardous Substances on or migrating from the Premises arising from or related to acts or omissions that were not caused by Provider. The provisions of this **Section 9(f)** shall survive the termination or expiration of this Agreement. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous Substance**" means any chemical, waste, or substance (i) that now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under laws pertaining to environment, health, safety or welfare, (ii) that is declared to be hazardous, toxic, or polluting by a Governmental Authority, (iii) exposure to which is now or hereafter prohibited, limited or regulated by a Governmental Authority, (iv) the storage, use, handling, disposal or release of which is restricted or regulated by a Governmental Authority, or (v) for which remediation or cleanup is required by a Governmental Authority.

g. **Customer Representations as to Premises**. Customer represents, warrants, and covenants to Provider the following as of the Effective Date: (i) Customer has title to or a leasehold or other valid property interest in such Premises, (ii) the grant of the Licenses and other rights under this Agreement does not violate any law, ordinance, rule, or other governmental restriction applicable to Customer or the Customer's use of the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Customer is bound or that affects the Premises or, if applicable, the System, and (iii) if Customer does not own the Premises under this Agreement or any improvement to such Premises on which the System is to be installed, Customer has obtained all required consents from the Premises Landowner or improvement owner, as the case may be, to grant the Licenses and other rights to Provider with respect to such Premises and improvement(s) so that Provider may perform its obligations under this Agreement.

10. **Ownership and Risk of Loss**. As between Provider and Customer, Provider (including, for this purpose, a Provider affiliate or Financing Party (defined below)) shall be the legal and beneficial owner of the System and Provider Facilities, and the System and Provider Facilities will remain the personal property of Provider (or its affiliate or Financing Party) and no part of the System or Provider Facilities will attach to or be deemed a part of, or fixture to, the Premises. Risk of loss for the System installed at the Premises shall be borne by Provider, excluding damage or losses covered by the Customer insurance policies required by this Agreement and excluding damage caused by the Customer or its agents. Customer shall own and bear risk of loss and liability associated with the Vehicles, including for acts or failures of its agents, contractors, or invitees, including Drivers and passengers.

11. **Insurance**. During the Term, the Parties shall comply with the insurance provisions below.

a. **Insurance – Customer.** Customer shall maintain or ensure the following is maintained (i) property insurance on the Vehicles and any other portion of the System located on the Premises for the replacement cost thereof; (ii) commercial general liability insurance with coverage of at least $**4**00,000 per **individual claim** and $**8**00,000 **per total claims arising from the same occurrence**; (iii) automobile liability insurance and physical damage covering all Vehicles with coverage of at least $**4**00,000 per **individual claim** and $**8**00,000 per total claims arising from the same occurrence, (v) employer's liability insurance with coverage of at least $1,000,000; and (vi) workers' compensation insurance as required by law. Provider, its parent, its subsidiaries, its affiliates, and/or, to the extent designated by Provider, its Financing Party or Financing Parties shall be named as a loss payee or loss payable or as loss payees or loss payables, as applicable, on Customer's property insurance policy, other than employer liability and workers compensation insurance. Each Customer policy required under this Section shall provide and shall be endorsed to provide that: (A) the Customer's insurance is primary and non-contributory with respect to any insurance maintained

by Provider and shall apply first; and (B) any insurance maintained by Provider shall be excess of the Customer's insurance and shall not contribute to the Customer's insurance. Each of the foregoing Customer insurance policies shall include a waiver of subrogation in favor of Provider, its parent, its subsidiaries, its affiliates, and Financing Party/ies. Customer shall assure that each Driver is covered under the Customer's liability and employer/ workers compensation insurance policies. If the minimum financial responsibility applicable to Customer as operator of the Vehicles, whether imposed by applicable law or by Governmental Authority, exceeds the Customer insurance minimums in this Agreement, Customer shall obtain and maintain insurance at such higher, required levels.

b. **Insurance – Provider.** Provider shall maintain (or have maintained on its behalf) the following insurance policies, covering the activities of Provider under this Agreement: (i) commercial general liability insurance with coverage of at least $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate; (ii) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy with limits of at least $5,000,000 per occurrence and annual aggregate; (iii) employer's liability insurance with coverage of at least $1,000,000; and (iv) workers' compensation insurance as required by law. Provider is not obligated to carry property insurance on the Vehicles or the System for the benefit of Customer, and any such insurance maintained by or for Provider shall be excess over the insurance required to be maintained by Customer under this Agreement. Provider's insurance will not be called upon to respond to or cover Customer's negligence or willful misconduct.

c. **Additional Requirements of Customer and Provider.** All liability insurance and property insurance policies required to be maintained by a Party (each, an "**Insured**") under this Agreement: (i) not be cancelled, or not renewed until after the insurer or the Insured has given to the other Party ("**Beneficiary**") at least thirty (30) days' prior written notice of such proposed cancellation or non-renewal; (ii) no act or default of the Customer, as Insured, or any other person or entity shall affect the right of the Provider, as Beneficiary, or its successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle; and (iii) the coverage under each such policy is "primary coverage" for the protection of Customer and Provider and their respective successors and assigns, notwithstanding any other coverage carried by Customer or Provider or any of their respective successors or assigns protecting against similar risks. Customer, its Drivers, and its agents will cooperate with Provider and any of Customer's or Provider's insurance carriers in the investigation, defense, and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or any action is commenced for death, personal injury, or property damage resulting from the ownership, maintenance, use or operation of any Vehicle; each Party will promptly notify the other Party of such action or claim and will forward to the other Party a copy of every demand, notice, summons, or other process received.

d. **Damage to or Destruction of System.** Customer shall notify Provider immediately of any insurable claims (e.g., damage, destruction) affecting the System of which Customer becomes aware. If the System is substantially damaged or destroyed, other than due to a Default Event (defined below) by Provider, Provider will have the right, exercisable upon written notice to Customer, to terminate this Agreement or to repair and restore the System and, if applicable, receive from Customer the proceeds of any insurance maintained by Customer that cover the loss relating to such System damage or destruction. Subject to the preceding sentence, insurance proceeds shall be applied to prompt repair, restoration, or replacement of the applicable System components. If Provider elects to repair and restore the System, the Parties will work in good faith to promptly agree on a scope of work and schedule for repair and restoration work and, as applicable, adjustments to the Term and Base Service Fee. Each Party shall be responsible for any insurance deductibles under the policies maintained by such Party, except in the case of claims resulting from the other Party's negligence or breach of this Agreement, in which case such other Party shall be responsible for payment of the insured Party's deductible for any responding insurance. In the event such proceeds are insufficient to accomplish such repair, restoration or replacement due to Customer's failure to comply with the terms of the applicable insurance policies or with this Agreement, Customer shall be responsible for any additional funds required to complete the necessary work.

12. <u>Default, Remedies and Damages</u>.

a. **Default**. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**," the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":

   i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");

   ii. failure of a Party to perform any material obligation under this Agreement or other provision of this Agreement not addressed elsewhere in this **<u>Section 12</u>** within ninety (90) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within ninety (90) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed one hundred eighty (180) days;

iii. any representation or warranty given by a Party under this Agreement, was incorrect in any material respect when made and is not cured within sixty (60) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is (are) not dismissed within sixty (60) days); or

v. in the case of Customer as the Defaulting Party only, Customer (A) loses its rights to access, operate, maintain, repair, or otherwise use any Vehicle under this Agreement whether at the Premises or otherwise, (B) loses its rights to access, use, occupy, and enjoy the Premises; or (C) prevents Provider from performing any material obligation under this Agreement with respect to this Agreement unless such action by Customer (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Provider.

The failure of the Charger Uptime Guarantee shall not be a Default Event by Provider unless Provider fails to satisfy when due any obligation under this Agreement to pay or credit Customer with respect to such failure and such failure continues beyond any applicable grace or cure period.

b. **Remedies**.

i. Upon the occurrence and during the continuation of a Default Event by Customer, including a Payment Default, Provider may suspend performance of its obligations under this Agreement until the earlier to occur of (A) the date that Customer cures the Default Event in full, or (B) termination of this Agreement. Provider's rights under this **Section 12(b)** are in addition to any other remedies available to it under this Agreement, at law, or in equity.

ii. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days' prior written notice to the Defaulting Party.

iii. Upon a termination of this Agreement due to a Default Event by Customer, Customer shall pay to Provider, as a reasonable estimate of Provider's damages, and not as a penalty, a termination payment in accordance with **Exhibit A**. In addition, upon termination of this Agreement due to a Default Event, and subject to **Section 13**, the Non-Defaulting Party may exercise any other remedy available at law or equity or under this Agreement, including recovery of all reasonably foreseeable damages.

13. Mutual Indemnification; Limitations.

a. **General**. To the extent permitted by applicable law, each Party (the "**Indemnifying Party**") shall defend, indemnify, and hold harmless the other Party, its affiliates, and their respective officers, agents and employees (collectively, the "**Indemnified Parties**"), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any Claim (as defined below) relating to (1) the Indemnifying Party's breach of any representation or warranty set forth in this Agreement, including **Section 17**, (2) a breach by the Indemnifying Party of its obligations under this Agreement, or (3) injury to or death of persons, and damage to or loss of property, to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents, or employees) in connection with this Agreement; provided, that nothing herein will require the Indemnifying Party to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, an Indemnified Party.

b. **Notice and Participation in Third Party Claims**. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.

c. **Limitations of Liability**.

i. Except with respect to indemnification Claims and claims concerning Hazardous Substances pursuant to this Section, neither Party nor its directors, officers, shareholders, partners, members, managers, agents, employees, subcontractors, or suppliers will be liable for any special, punitive, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out of, or in connection with, this Agreement; provided, that the foregoing

limitations shall not apply to: (a) liabilities arising from fraud, gross negligence, or willful misconduct by a Party; or (b) losses and liabilities arising with respect to the clawback or recapture of any Incentive awards which, for the avoidance of doubt, shall constitute direct damages under this Agreement. For avoidance of doubt, any amount incurred by Provider upon default by Customer to prepay any debt incurred by Provider to finance any System asset pursuant to this Agreement, including any prepayment fees, original issue discount, breakage, hedge, or swap termination fees, and other amounts payable by Provider to any Financing Party as a consequence of such Customer default, shall be included in Provider's direct damages.

ii. Except with respect to indemnification of Claims and claims concerning Hazardous Substances pursuant to this Section, Provider's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance hereof cannot exceed the payments made by Customer to Provider in the immediate two (2) years during the Term prior to the related Claim. The provisions of this Section will apply whether such liability arises in contract, tort, strict liability, or otherwise.

iii. Customer's liability under this Agreement is subject to the terms and liability limits of the Maryland Local Government Tort Claims Act, codified at §§ 5-301 *et seq*. of the Courts and Judicial Proceedings Article of the Maryland Annotated Code. Notwithstanding anything to the contrary elsewhere in this Agreement, Customer shall not in any event be liable for punitive damages.

d. **EXCLUSIVE REMEDIES**. TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, AND SUCH REMEDIES ARE EXPRESSLY STATED TO BE EXCLUSIVE REMEDIES, SUCH REMEDIES ARE THE AFFECTED PARTY'S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

e. **Comparative Negligence**. Where negligence is determined to have been joint, contributory, or concurrent, each Party shall bear the proportionate cost of any Liability.

14. **Force Majeure**. If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of Provider to provide Services to Customer, the Term will be extended by a day for each day delivery is suspended due to the Force Majeure Event. A "**Force Majeure Event**" means any event or circumstance beyond the reasonable control of and without the fault or negligence of the claiming Party which prevents or precludes the performance by the claiming Party of its obligations under this Agreement (other than payment) and which, subject to the foregoing, may include an event or circumstance due to: an act of god; war (declared or undeclared); sabotage; cyberattack attack; piracy; civil unrest or disturbance; fire; earthquake; abnormal weather condition or actions of the elements; epidemic or pandemic; animals; the failure to act on the part of any Governmental Authority (including, without limitation, delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid and material delays in utility work associated with interconnecting to the grid and distribution of electricity to and from the applicable Premises; and failure or unavailability of equipment or supplies outside of Provider's control or due to a Force Majeure Event.

15. **Assignment and Financing**.

a. **Assignment**.

i. Subject to the remainder of this **Section 15(a)**, this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed. Customer may not withhold consent to an assignment proposed by Provider where the proposed assignee, itself or in conjunction with its affiliates and contractors, has the financial capability necessary to meet Provider's obligations under this Agreement, provided that the proposed assignee shall not be required to have financial capability or experience greater than that of Provider immediately prior to such assignment.

ii. Notwithstanding **Section 15(a)(i),** Provider may, without the prior written consent of Customer, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in **Section 15(b)**), (B) any entity through which Provider is obtaining financing from a Financing Party, (C) any affiliate of Provider, including any related titling trust, or any person succeeding to all or substantially all of the assets comprising any System, or (D) a third party financial owner of a System, provided that Provider or its asset management affiliate remains the asset manager of the applicable System. Provider shall not be released from liability hereunder as a result of an assignment under subsections (C) or (D) hereof unless the assignee assumes Provider's obligations hereunder by binding written instrument. The rights of Provider under this **Section 15(a)(ii)** do not include the right to impose a lien or other encumbrance on the real property of Customer.

b. **Financing**. The Parties acknowledge that Provider may obtain debt or equity financing or other credit support from lenders, lessors, investors or other third parties (each, together with each agent, trustee, successor or assign thereof, a "**Financing Party**") in connection with the installation, construction, ownership, and repair of a System, and, as a result thereof, may grant a lien on or security interest in all or any part of the System and its rights under this Agreement (including any rights to payment of amounts hereunder). Customer acknowledges that a Financing Party may possess an ownership or security interest in the System, or component thereof, and in Provider's right to proceeds, rental and other payments under this Agreement. Provider's rights under this Agreement are subject and subordinate to the rights of the Financing Party under the documents evidencing Provider's obligations to Financing Party. In furtherance of Provider's financing arrangements and in addition to any other rights or entitlements of Provider under this Agreement, Customer shall deliver to Provider reasonable evidence of Customer's authority to enter into and perform this Agreement (for example, a copy of the authenticated, final approving resolution of the Customer's governing body). Without limiting Provider's assignment rights under **Section 15(a)(ii)**, Customer shall timely execute any consents to assignment (which may include cure rights, attornment and step-in rights, and additional Financing Party notice and cure periods) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Provider or the Financing Parties; provided, that such estoppels, consents to assignment, or amendments do not alter the fundamental economic terms of this Agreement or interfere with Customer's use of the System under this Agreement in accordance with this Agreement. The Parties expressly agree that Financing Party is and shall be a third-party beneficiary under this **Section 15**.

c. **Lender Step-In Right**. Customer acknowledges and agrees that upon written notice from a Financing Party, Customer will make all payments due to Provider identified by the Financing Party or under this Agreement, as a whole, directly to such Financing Party, and no such notice shall (1) constitute a Default Event under this Agreement, (2) impose on Financing Party any obligation to perform any of Provider's obligations under this Agreement, or (3) modify, alter or otherwise impact any rights of Customer or obligations of Provider under this Agreement. Customer hereby expressly grants Financing Party the right and/or license to access the Premises under this Agreement at reasonable times and upon reasonable notice to (i) inspect the System, and (ii) remove any or all of the System, solely in the case of any event that results in a termination or expiration of the Agreement, pursuant and subject to the terms hereof. Customer will have no liability to Provider resulting from Customer's compliance with any notice provided by Financing Party under this **Section 15**. Customer agrees that Customer will not pay more than one month's, or any other recurring period hereunder, advance for any recurring amounts due under this Agreement without the consent of the Financing Party identified as having an interest in the System.

16. **Confidentiality; Publicity**.

a. **Confidential Information**. To the maximum extent permitted by applicable law, including the Maryland Public Information Act, or any other freedom of information or right to know law applicable to Customer (collectively, the "**Right to Know Act")**, if either Party provides confidential information ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Provider, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party. Confidential Information does not include any information that (A) becomes publicly available other than through breach of this Agreement, (B) is required to be disclosed under applicable law, (C) is independently developed by the receiving Party, (D) is required to be disclosed by a Party that is a Governmental Authority subject to the Right to Know Act or similar applicable law, or (E) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

b. **Goodwill and Publicity**. Neither Party may (i) make any public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law), or (ii) use service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement and the System and its use. The Parties agree that at or around the Operational Date, the Parties shall jointly issue an announcement regarding the Services and the System. Provider is entitled to (A) place signage on the System and the Premises reflecting its association with the System, (B) take and use photographs and video of the System for marketing purposes, and (C) use publicly available information and Provider-developed analytics for marketing purposes. All marketing and publicity by a party will comply with applicable law, including privacy law. Provider shall not use images of passengers or Customer personnel without express written permission.

17. **Miscellaneous.**

a. **Notices**. All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission (provided that automatic acknowledgment shall not suffice), the

promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the notice address of a Party identified on the signature page of this Agreement or such other address as either Party may specify in writing pursuant to this **Section 17(a)**.

b. **Survival**. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement as a whole, including, without limitation provisions related to billing and payment and hold harmless, will survive such termination.

c. **Further Assurances**. Each Party shall provide such information, execute, and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.

d. **Non-Dedication of Facilities**. Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement.

e. **Service Contract**. The Customer and Provider intend and agree that this Agreement is a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended.

f. **Waivers; Severability**. No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.

g. **No Partnership**. No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.

h. **Order of Precedence; Customer-Specific Provisions**. This Agreement is comprised of the body of this Agreement, and its Exhibits, each of which are incorporated herein by reference. In the event of any conflict between this Agreement and its Exhibits, the terms of the applicable Exhibit shall control and prevail. If there is a conflict among Exhibits, then the Exhibits shall have precedence in the following Order: first, **Exhibit E**, second, **Exhibit D**, third, **Exhibit B**, fourth, **Exhibit A**, and fifth, **Exhibit C**. Without limitation, except as otherwise expressly stated on **Exhibit E,** the provisions of any **Exhibit E** included as part of this Agreement replace and supersede any inconsistent provision in the body of this Agreement.

i. **No Third-Party Beneficiaries**. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties, to the extent provided herein or in any other agreement between a Financing Party and Provider or Customer, and do not imply or create any rights on the part of, or obligations to, any other Person.

j. **Representations.** Each Party represents to the other that: (i) the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership, limited liability company, or, if required for such Party, governmental authority action, as applicable, and do not and will not violate any law; (ii) this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, and other similar laws relating to creditors' rights generally); and (iii) neither the execution and delivery of this Agreement by such Party nor the performance by such Party of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which it is a party or by which it is bound. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES PROVIDED BY PROVIDER TO CUSTOMER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO CUSTOMER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

k. **Notice to Customer Lienholders; Liens**. Customer shall use commercially reasonable efforts to place all parties having a lien on the Premises or any improvement on which any part of the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of such Premises, Customer shall provide a disclaimer or release from such lienholder in a form acceptable to Provider. Customer shall not directly or indirectly (including through any affiliate of Customer) cause, create, incur, assume, or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Provider access to the Premises on or with respect to the any

components of any System.

l. **Fixture Disclaimer**. If Customer is the fee owner of the Premises under this Agreement, Customer consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where such Premises are located. If Customer is not the fee owner of any Premises, Customer shall use commercially reasonable efforts to obtain consent from the applicable Landowner to file a fixture disclaimer. For the avoidance of doubt, Provider has the right to file such disclaimer.

m. **UCC Filing**. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code of the jurisdiction identified by this Agreement as the source of governing law ("**UCC**"). Customer authorizes Provider or any Financing Party (defined below) to file a precautionary UCC financing statements and other similar filings and recordings with respect to any System component. Customer agrees not to file any corrective or termination statements or partial releases with respect to any such UCC financing statements or other similar filings or recordings filed by Provider in connection with a System component, except (i) if Provider fails to file a corrective or termination statement or release on request from Customer after the expiration or earlier termination of the Agreement, or (ii) with Provider's consent.

n. **Governing Law**. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Maryland, without reference to any choice of law principles. The state courts of Maryland and the federal courts sitting in Baltimore, Maryland, shall have exclusive jurisdiction over any action or proceeding arising under this Agreement, with venue lying in Baltimore, Maryland.

o. **Counterparts.** This Agreement may be executed in any number of separate counterparts, and each counterpart will be considered an original and together comprise the same agreement.

p. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. No aspect of this Agreement (including, the Services, the Base Service Fee, the number or specifications for the Vehicles, or other provision) may be modified, other than pursuant to a written document executed by Customer and Provider, including a written amendment, supplement, or change order, that identifies specific changes to the Services, the Base Service Fee, the number or specifications for the Vehicles, or other provision this Agreement, subject only to **Section 9(a)** concerning changes to the System Site Plan.

<<<<Signature page follows.>>>>

INTENDING TO BE LEGALLY BOUND, Provider and Customer, through their duly authorized representatives, are executing and delivering this Agreement, effective as of the Effective Date.

Customer: The Mayor and Council of Rockville

Signature:_____

Printed Name:_____

Title:_____

Date:_____

NOTICE ADDRESS:
111 Maryland Avenue
Rockville, MD 20850

Contact Name and Title: Denzel John, Sustainability Program Manager

Contact Phone and Email: (240) 314-8881; djjohn@rockvillemd.gov

Provider: HEF-P Rockville, LLC

Signature:_____

Printed Name: _____

Title:_____

Date:_____

NOTICE ADDRESS:
200 Cummings Center, Suite 273D
Beverly, MA 01915
Contact Name and Title: Benjamin M. Schutzman, Vice President

Contact Phone and Email: 978-288-1105; ben@highlandfleets.com

Copy: notices@highlandfleets.com

Approved for legal sufficiency:

_____
Cynthia Walters
Acting City Attorney

Exhibits

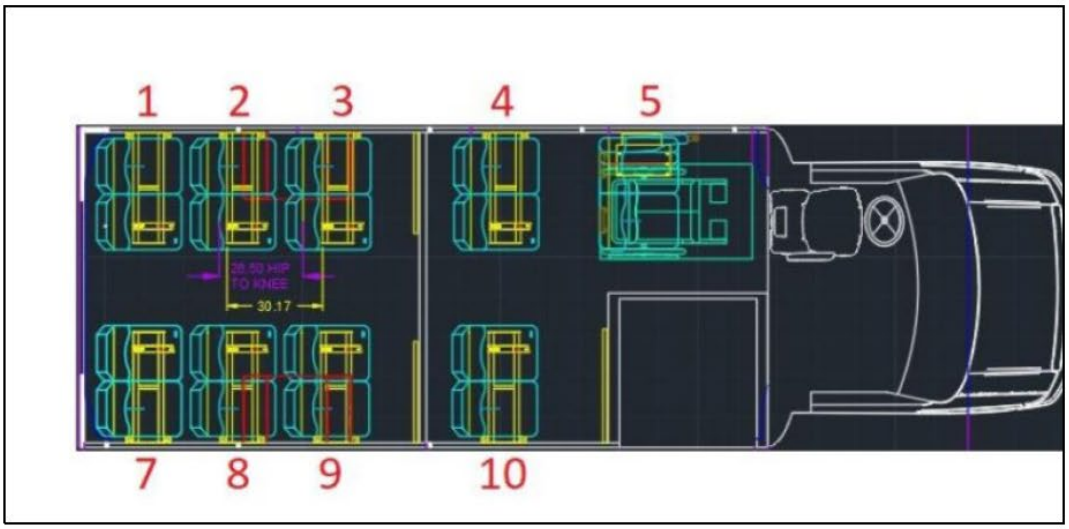
Exhibit A: Vehicle Specifications; Termination Payment Schedule
Exhibit B: System Site Plan
Exhibit C: Commercial Operation Certificate
Exhibit D: RESERVED
Exhibit E: Customer-Specific Provisions

Exhibit A
Vehicle Specifications; Termination Payment Schedule

1. **Vehicle Specifications:** See attached.

2. **Termination Payments.**

Date of Termination due to Customer Default Event	Termination Payment*
From Effective Date through last Operational Date	$445,000.00
Contract Year 1	$461,000.00
Contract Year 2	$161,000.00
Contract Year 3	$149,000.00
Contract Year 4	$135,000.00
Contract Year 5	$119,000.00
Contract Year 6	$102,000.00
Contract Year 7	$ 81,000.00
Contract Year 8	$58,000.00
Contract Year 9	$32,000.00
Contract Year 10	$3,000.00
*	Consistent with Agreement Sections 12(b)(iii), the foregoing Termination Payments shall be due and payable by Customer upon a Customer Default Event and resulting termination of the Agreement *in addition to* the total amount Provider can demonstrate is required to be paid by Provider or any affiliate of Provider due to a Customer Default Event or any related termination of this Agreement in respect of any Incentive, including recapture of the value of any Incentive, interest, and penalties; provided, however, that in all such instances Provider shall use reasonable efforts to mitigate the amount paid or payable by Provider or any Provider affiliate in this regard.



STANDARD FEATURES

Base S1LF Configuration

- 212" Wheelbase, 26'8" Body
- Low Floor No-Kneel Step-free entry
- Electric Entrance Door, 40"x80"
- Steel Roll Cage Body Construction with Composite Panels
- Bonded Windows with Emergency Egress
- Non-slip Vinyl Floor, Grey
- HV Heat Pump: 96,000 BTU Cooling, 88,000 BTU Heating
- Chassis OEM Driver Controls and HVAC
- 14,500 lbs. GVWR, 9,600 lbs. GAWR-Rear, 5,000 GAWR-Front
- Power Heated Remote Driver Mirrors

Electrical System Features

- Proterra S115 123kW NMC Battery Pack
- Heavy Duty Traction Motor, 295 Peak HP
- Proprietary Frame Protection Battery Install
- Frame Protected High Voltage and Cooling System Protection
- 250 Amp DC-DC 12V Chassis Electrical
- Level 3 (480V) DCFC Charging System
- J1772 Charging Compliant
- Grille Mounted CCS Charge Port
- OEM BMS and Temperature Control
- LED Exterior Body Lighting
- Noise Generator with Reverse Sensing
- Back-up Camera w/ 7" Screen

Qty.	Option	Description
1	OEVFC	Optimal Supplied Chassis E450 (chassis price may very, actual price determined at time of chassis assignment)
1		S1LF Base Configuration
1	AD100	BRAUN 1,000 lbs. CAP., 32.5" BI-FOLD ENTRY RAMP, 1:6 RATIO
1	AD110	Q-STRAINT, DELUXE SLIDE-N-CLICK RETRACTABLE Q-8100-A1-SC, REQ'D PER SEAT PLAN
1	BO100	Door Rear W/2 Windows Paddle Latch Locking
1	BO105	Mud Flap Set, Ford E450, DWR
1	CA110	Running Board, R/S Aluminum 12" wide
1	CA120	Extension, Tire Valve Stem
1	CA130	Tow Hooks, Rear (All)
1	CA150	Engine Compartment Light LED 12" Strip
1	D1010	DECAL - FIRE EXTINGUISHER
1	D1040	Decal CLEARANCE HEIGHT
1	D1060	Decal EMERGENCY DOOR RED LETTERS 2 INCH
1	DE215	Seat, Driver, Shielded, w/Right Hand Arm Rest, Heated
1	DE170	MIC Handheld IN-Dash REI (package with Upgrade Radio)
1	EL120	Speakers qty 4
1	EL140	Light, Interior, Above Entrance Door
1	FL130	ALTRO meta 2.2 flooring
1	PW100	Radio, Two Way Prep
1	PW140	Prewire Power/Ground/ Ign w/ 5' service loop, Dog House (Zonar V4E Black Box)
1	SE100	Safety Kit, 5lb ABC Fire Ext, First Aide Kit, Triangular Hazard Kit
1	SE110	Roof Hatch
1	SE140	Grab Rails, Ceiling, Stainless Steel, Pair
1	SE170	Grab Handle, Door Leaf, Pair, Yellow
1	RSHL1	High-100%, Low-65%, Off (Default Setting)
8	S1030	FREEDMAN FEATHER WEIGHT DBL MID BACK RIGID
1	S1040	FREEDMAN FEATHER WEIGHT 35" AM2 FOLDAWAY
18	SF110	Level 4 Fabric
8	SO100	FREEDMAN USR RETRACTABLE SEAT BELT, DOUBLE
2	SO106	FREEDMAN USR RETRACTABLE SEAT BELT, FOLDAWAY (PER PERSON)
8	SO190	FREEDMAN FEATHER WEIGHT ANTIVANDAL GRABRAIL (BLACK PPE)
1	SO235	FREEDMAN FEATHER WEIGHT TDSS-SC FOR FOLDAWAY
1	TM100	Optimal Parts Manual
1	TM120	Optimal Service Manual E1/S1 Ford
1	TM140	As Built Wiring Diagrams
1	OEVTR	TRAINING (ON SITE OR OFF SITE)
1		Drivers Fan - windshield

HIGHLAND CONFIDENTIAL

Exhibit B: System Site Plan
Address: 14625 Rothgeb Dr, Rockville, MD 20850

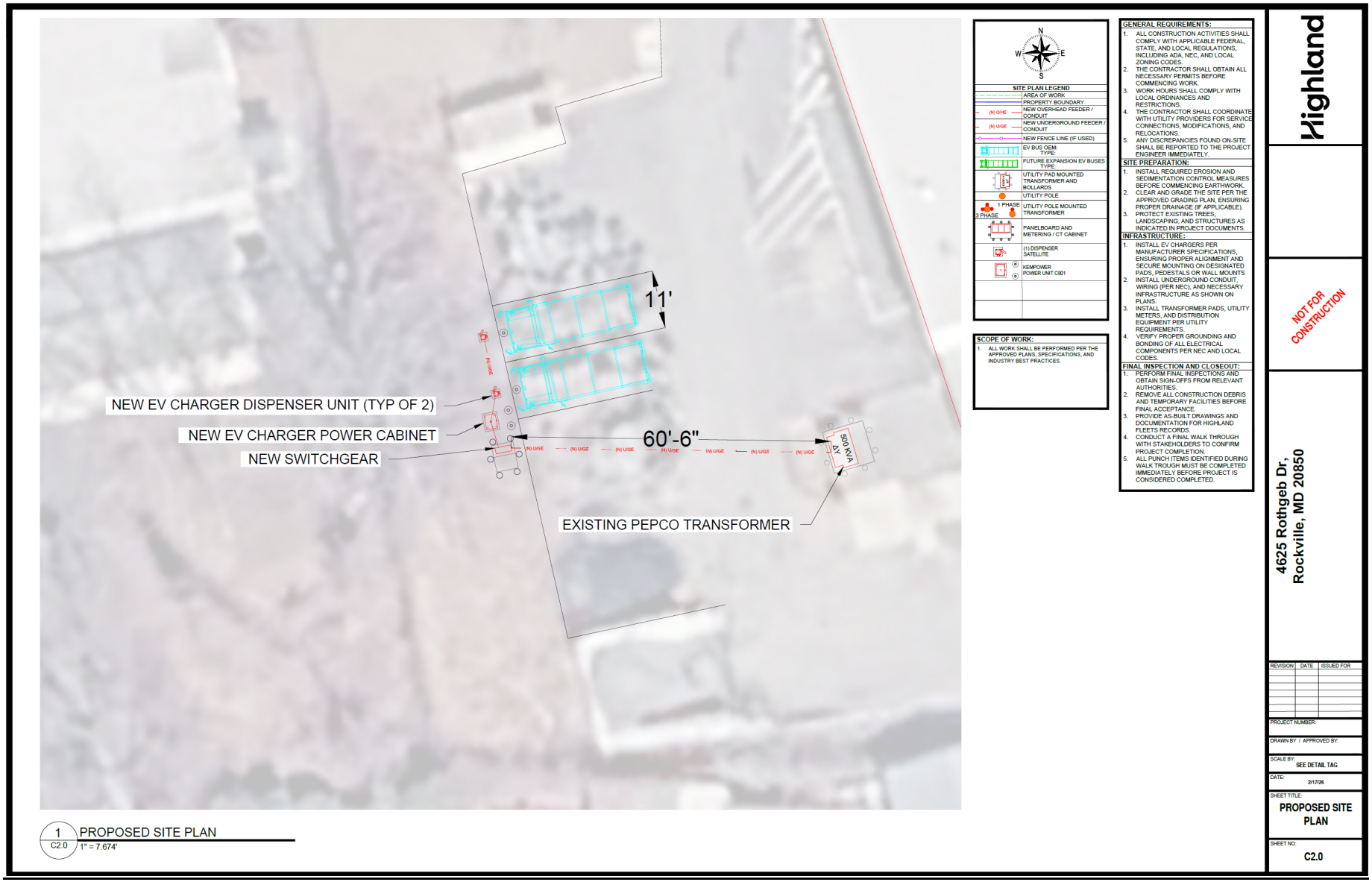


Exhibit C
Commercial Operation Certificate

PROJECT NAME: City of Rockville, MD, 2 Shuttle Electrification
PROJECT ADDRESS: **14625 Rothgeb Dr, Rockville, MD 20850**

OPERATIONAL DATE:[_____]

Pursuant to **Section 2** of the Transportation Equipment Services Agreement (as may be amended or modified from time to time, the "**Agreement**"), dated [_____] by and between The Mayor and Council of Rockville ("**Customer**") and HEF-P Rockville, LLC ("**Provider**"), this Certificate of Commercial Operation ("**Certificate**") is hereby provided by Provider to Customer in accordance with the Agreement. All capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Agreement.

Provider hereby certifies that, as of the Operational Date set forth above: (i) the Chargers are installed at the Premises and operational; (ii) the Infrastructure necessary to support such Chargers is installed at the Premises and operational; and (iii) any Approvals required for the installation and operation of the System identified in this Certificate have been obtained.

IN WITNESS WHEREOF, Provider is executing this Certificate as of the Operational Date set forth above on this Certificate.

Provider:

HEF-P Rockville, LLC

By: _____
Name:
Title:
Date: _____

Customer is executing and delivering this Certificate to confirm Customer's agreement that the Operational Date is as set forth above.

The Mayor and Council of Rockville

By: _____
Name:
Title:
Date: _____

Exhibit D
RESERVED

Exhibit E
Customer-Specific Provisions

1. **Temporary Charging Solution**. In Provider's sole discretion, at Provider's cost, and without the need to update or amend this Agreement, or to obtain any consent or approval from the Customer, Provider may install a temporary charging solution at the Premises. The temporary charging solution may include one or more mobile electric vehicle charging stations and a power generator. Installation of an operational temporary charging solution at the Premises for which all required Approvals have been secured will be deemed installation at the Premises of operational Chargers and Infrastructure for purposes of achievement of the Operational Date. Provider, at Provider's cost, shall remove any temporary charging solution installed at the Premises at such time as the temporary changing solution no longer is required, in Provider's discretion, to support the provision of the Services.

2. **Procurement by a Political Subdivision; MEA Grant**. The Parties acknowledge and agree that this Agreement is a "procurement by a political subdivision of the State [of Maryland]" within the meaning of COMAR 21.01.03.01(A)(7). The Parties acknowledge and agree that the Customer will acquire the Vehicles in part through receipt and use of a grant ("**MEA Grant**") pursuant to the Maryland Energy Administration FY25 Medium Duty and Heavy Duty Zero-Emission Vehicle Grant Program in the amount of $80,000.00/Vehicle, $160,000.00 total. Pursuant to the terms of the MEA Grant, Provider certifies that:

   a. at least 80 percent of workers participating in the work under this Agreement reside within Maryland, or within 50 miles of Maryland's borders; and
   b. goods and steel utilized for any installation at Customer's Premises under this Agreement are manufactured in America to the extent required by §§ 14-416 and 17-303 of the Maryland State Finance and Procurement Article of the Maryland Annotated Code.

3. **Initial Payment**

   a. Within seven (7) days of the Operational Date, the Customer will pay the Provider the **Initial Payment** (defined below) in addition to the Base Service Fee then due. Customer's timely compliance with the preceding sentence is a material Customer covenant and a "Condition Precedent" within the meaning of Agreement Section 9. Without limiting the rights and obligations of the Parties upon the occurrence of a Default Event, if such Condition Precedent is not timely satisfied, then the Parties will have the rights and obligations set forth in Agreement Section 9.

   b. The Parties acknowledge and agree that the Base Service Fee payable under this Agreement for Services has been reduced in consideration of the timely payment by Customer of the Initial Payment.

4. **Charging Electricity.** As part of the Installation Services, Provider shall connect the System to the local electricity grid. Subject to completion of such connection, Customer shall timely secure utility service to provide electricity to the System, and shall assure the provision to the System of, charging electricity for the System in the amounts, having the quality (wattage and frequency), and at the times required to charge the Vehicles consistent with the requirements of this Agreement. To the extent the Customer does not satisfy the covenants set forth in the preceding sentence and without limiting Provider's rights or remedies under the Agreement upon such non-satisfaction, such non-satisfaction shall be a "Permitted Exclusion" within the meanings of Agreement Section 3; and, without limitation, Provider shall be excused from Provider's obligations under this Agreement, including, as applicable, achieving the Operational Date by the Anticipated Operational Date and the Charger Uptime Guarantee, and any liability of Provider with respect to any obligation that is so excused hereby is waived and released by Customer.

5. **Vehicle Acquisition**.

   a. After the Effective Date, the Provider will procure the Vehicles conforming to the specifications on **Exhibit A** and will issue a binding purchase order for the Vehicles ("**Vehicle PO**"). In accordance with the provisions of the Vehicle PO and prior to the date the Vehicles are delivered pursuant to the Vehicle PO, Provider will pay the Vehicle purchase price, including applicable fees, charges, and taxes. The term "**Initial Payment**" means (i) the amount paid by Provider pursuant to the immediately preceding sentence, plus (ii) one hundred and sixty thousand dollars ($160,000.00), plus (iii) the demonstrated cost incurred by Provider to provide the Surety required pursuant to Agreement Section 9(c), subject to a cap of 7% of the Surety value per year. Following such Vehicle PO issuance and payment of the amount due under the Vehicle PO by Provider, in consideration of the Provider will assign and delegate to Customer the Provider's right, title, and interest in and to the Vehicle PO under a

written assignment agreement among Customer, Provider and the Vehicle seller or dealer substantially in the form of **Schedule E-1** attached to this **Exhibit E** ("**Assignment**").

b. As soon as possible after the Assignment of the Vehicle PO is executed and delivered, Customer shall submit the assigned Vehicle PO (which may be amended and restated to reflect the Customer as the buyer under the Vehicle PO) and supporting documentation to the Maryland Energy Administration to secure payment to Customer of the portion of the MEA Grant allocated to the Vehicles. At no out-of-pocket cost to Customer, Customer will take such actions and will execute and deliver such documents as are necessary or appropriate to timely secure the payment to Customer of the MEA Grant funds allocated to the Vehicles, and Provider will use commercially reasonable efforts to facilitate the timely application by Customer for, and the timely payment to Customer of, such MEA Grant funds.

c. From and after the Assignment effective date, the Provider will have no obligation, express or implied, pursuant to the Vehicle PO; and Customer shall be solely responsible for performance of the Vehicle PO and acceptance of the delivered Vehicles in accordance with the terms of the Vehicle PO and any related terms, conditions, or agreements.

6. **Equal Opportunity Employment**.

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

7. **Projected Base Service Fee Schedule**

Contract Year	**Projected Base Service Fee***
Contract Year 1 (Starting on Operational Date anticipated FY27)	$24,400.00
Contract Year 2 (FY28)	$25,132.00
Contract Year 3 (FY29)	$25,885.96
Contract Year 4 (FY30)	$26,662.54
Contract Year 5 (FY31)	$27,462.41
Contract Year 6 (FY32)	$28,286.29
Contract Year 7 (FY33)	$29,134.88
Contract Year 8 (FY34)	$30,008.92
Contract Year 9 (FY35)	$30,909.19
Contract Year 10 (FY36)	$31,836.47
*	Subject to change per terms and conditions outlined within this Agreement.

Attachments: Schedule E-1 (Assignment)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**"), dated as of _____ ___, 20___ ("**Assignment Date**") is made and entered into by and between The Mayor and Council of Rockville, a Maryland municipality (the "**Assignee**" or "**Customer**"), with an address of 111 Maryland Avenue, Rockville, MD 20850, and HEF-P Rockville, LLC, a Delaware limited liability company ("**Provider**" or "**Assignor**") with an address of 200 Cummings Center, Suite 273D, Beverly, MA 01915. The foregoing parties are sometimes referred to in this Assignment as a "**Party**" or collectively as the "**Parties**". Unless otherwise indicated, capitalized terms used but not otherwise defined in this Assignment have the meanings ascribed to such terms in the Agreement (as defined below).

WITNESSETH

WHEREAS, the Customer and Provider are parties to that certain Transportation Equipment Services Agreement dated _____, as amended (such agreement as amended, the "**Agreement**");

WHEREAS, pursuant to the Agreement, Provider issued to _____. ("**Dealer**"), Purchase Order Number _____ dated _____, 20___, (the "**Vehicle PO**"), a copy of which is attached to this Assignment as **Exhibit 1**, pursuant to which Assignor agreed to purchase, and Dealer agreed to transfer, two (2) electric shuttle buses (each a "**Vehicle**"), as set forth in the Vehicle PO;

WHEREAS, as contemplated pursuant to the Agreement and subject to the Agreement, by this Assignment, Assignor is assigning and delegating to Assignee its rights and certain obligations under the Vehicle PO.

WHEREAS, Provider issued the binding Vehicle PO and is entering into this Assignment in consideration of the covenants of Assignee pursuant to this Assignment and the Agreement.

NOW, THEREFORE, pursuant and subject to the terms and conditions of the Agreement, and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Assignment and Assumption**. In consideration of the performance of the Agreement by Assignee and the other covenants of Assignee set forth in this Assignment, upon and effective from and after the Assignment Date, Assignor hereby assigns, conveys, transfers, delegates, and delivers to Assignee, and Assignee hereby assumes, acquires, and accepts from Assignor, all of Assignor's right, title, and interest in and to the Vehicle PO, free and clear of all liens, security interests, or encumbrances. Assignor represents and warrants that, prior to the Assignment Date, Provider paid and tendered $_____ to the Dealer pursuant to the Vehicle PO.

2. **Consideration; Liabilities Assumed**. In consideration of the assignment of the Vehicle PO effected hereby, subject to the Agreement, upon and effective from and after the Assignment Date, Assignee hereby assumes all of Assignor's duties, obligations, and liabilities arising from and after the Assignment Date with respect to the Vehicle PO.

3. **Representations and Warranties**. Each Party hereby represents and warrants to the other Party that as of the Assignment Date (i) it is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has the full right, power and authority to perform its obligations hereunder; (iii) this Assignment has been duly authorized, executed and delivered by such Party; and (iv)

this Assignment constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles. Further, Assignor represents and warrants to Assignee that, as of the Assignment Date immediately prior to giving effect to this Assignment: (a) Dealer has not transferred to Assignor title or risk of loss in or to any or all of the Vehicles pursuant to the Vehicle PO; (b) Dealer has not delivered to Assignor any Vehicle; (c) Assignor has not accepted delivery of, or title or risk of loss with respect to, any Vehicles; and (d)Assignor has not paid or tendered to Dealer any part of the purchase price payable for the Vehicles pursuant to the Vehicle PO.

4. **Governing Law**. This Assignment and all claims arising out of or relating to this Assignment shall be governed by the laws of the State of Maryland, without regard to conflict of law principles.

5. **Further Assurances**. The Parties agree to promptly and duly execute and deliver to each other such further documents, instruments of transfer and assurances and to take such further actions as are necessary, desirable or reasonably requested in order to carry out effectively the intent and purpose of this Assignment.

6. **Successors and Assigns**. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

7. **Acknowledgment**. By executing and delivering this Assignment where indicated below, Dealer is acknowledging the assignment and delegation effected by this Assignment and confirming that, as of the Assignment Date, the Assignee shall be entitled to the rights and subject to the obligations of the buyer under the Vehicle PO.

8. **Counterparts**. This Assignment may be executed in multiple counterparts (including by facsimile or electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

<<<Signature page follows.>>>

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment and Assumption Agreement to be duly executed by their respective authorized officers as of the Assignment Date.

MAYOR AND COUNCIL OF ROCKVILLE

Signature:_____
Name: Jeff Mihelich
Title: City Manager

Date:_____

HEF-P ROCKVILLE, LLC

Signature: _____
Name: A. Duncan McIntyre
Title: CEO

Date: _____

ACKNOWLEDGED PURSUANT TO SECTION 7
OF THIS ASSIGNMENT AND NOT AS A PARTY:

_____

By:_____
Name:_____
Title:_____

Date:_____

Attachment: **Exhibit 1 (Vehicle PO)**

EXHIBIT 1
VEHICLE PO

[FORM ONLY. SUBJECT TO CHANGE. FINAL PO TO BE ATTACHED AS EXHIBIT 1.]

DATE: [_____], 202[__] **PURCHASE ORDER NO:** [_____]

REFERENCE:
[_____]

BUYER:
[_____]
200 Cummings Center, Suite 273D
Beverly, MA 01915

SELLER:
[_____]
[_____]
[_____]

DELIVERY SITE(S):
[_____]
[_____]

	Product	QTY	Unit Price	Total
1.	**[YEAR] [MAKE] [MODEL], [___] Passenger Battery Electric Powered Shuttle Bus, [_____] lbs. GVWR** **Delivery to Delivery Site included** **the original equipment manufacturer (OEM) warranty for such Product** **Options and Specifications per the attached**		**$_____**	**$_____**
	Sales Tax, if applicable, is additive.			
	TOTAL PRICE			**$_____**

SUPPLEMENTAL TERMS AND CONDITIONS

1. **APPLICABILITY.** These Supplemental Terms and Conditions and the Options and Specifications attached hereto are incorporated into and made part of this Purchase Order for the above products ("**Products**"). By issuing this Purchase Order, Buyer agrees to purchase the Products from Seller, and by accepting this Purchase Order, Seller agrees to sell the Products to Buyer upon the terms, including these Supplemental Terms and Conditions, set forth in this Purchase Order.

2. **WARRANTY.** The Products quoted herein shall be supplied with the original equipment manufacturer (OEM) standard warranty included in the attached specifications ("**Specifications**"). In addition, Seller warrants that, upon delivery of the Products to the Delivery Site(s) in accordance with is Purchase Order, (a) Seller will have full right, ownership, title, and interest in and to the Products, subject to this Purchase Order; and (b) the Products will be new and unused, shall be free and clear of all liens, imposed by or through Buyer, and shall conform to the foregoing description and the attached Specifications.

3. **ASSIGNMENT**. Buyer may, without the prior written consent of Seller, assign, mortgage, pledge, grant a security interest in, or assign and delegate Buyer's rights, title, and interest in this Purchase Order to any lender or investor that provides debt or equity financing or other credit support, or any other third party that provides operation or support, with respect to the Products or the project that will include the Products.

4. **DELIVERY; PAYMENT**.

   a. Delivery. The Products shall be delivered to the Delivery Site(s) set forth above on or before [_____], 20____. Delivery of the Products to the Delivery Side has not occurred as of the date of this Purchase Order.

   b. Payment. The Buyer will pay the applicable "Total Price" for the Products, plus applicable sales tax, if due, and the Total Price (plus applicable tax) will be due and payable to Seller no later than **ninety (90)** days following the date this Purchase Order is accepted by Seller. Upon payment of the Total Price, the Buyer shall have a first priority security interest in, and lien on, the Products; and shall be entitled to perfect such security interest and record evidence of such lien in Buyer's discretion. If requested by Buyer, Seller will issue to Buyer written evidence that the Total Price has been paid in full. Notwithstanding any payment of the Total Price in advance of delivery of the Products to the Delivery Site(s), title and risk of loss in and to the Products shall remain with Seller and shall not transfer to Buyer until delivery of the Products to, and acceptance by Buyer of the Products at, the Delivery Site(s).

THIS PURCHASE ORDER IS ISSUED AND AGREED BY:

[_____]

By:_____
Name:_____
Title:_____

THIS PURCHASE ORDER IS ACCEPTED AND AGREED BY:

[_____]

By:_____
Name:_____
Title:_____

Date:_____

ATTACHMENT: PRODUCT SPECIFICATIONS

Highland®

Sourcewell Awarded Contract
Contract #051123-HEF

VENDOR: **HEF-P Rockville, LLC** (also, "Highland" or "Provider")
ADDRESS: 200 Cummings Center, Suite 273D
Beverly, MA 01916
CONTACT: **Emily Parish**
EMAIL: Emily@highlandfleets.com

All quoted Services are Guaranteed Best Government Value, and have been Competitively Awarded for purchase using:

Sourcewell Contract 051123-HEF
Valid: 07/20/2023 – 07/19/2027

CUSTOMER:			
CUSTOMER: The Mayor and Council of Rockville		**MD-ROCKV.001**	**May 19, 2026**
ADDRESS:		**Freight Terms**	*Prepaid*
111 Maryland Avenue **Rockville, MD 20850**		**Payment Terms**	*Annual beginning Operational Date (see attached contract)*
CONTACT (name & title)**:** Denzel John Sustainability Program Manager		**Est. Project Timeline**	*18 months after Contract execution*
EMAIL: djjohn@rockvillemd.gov **PHONE:** (240) 314-8881		**Quote Effective Through:**	***June 15, 2026***

SKU	PRODUCT DESCRIPTION	QTY	LIST PRICE/	CONTRACT PRICE**	TOTAL*^
DEP-2Z2-AXX	Depot (No Vehicle): 10-11 years contract for 1 - 18000 miles & 40 - 60 kW Charger - No Vehicle maintenance and no electricity	2	$62,662.51	$53,263.13	$106,526.26
Discount	Highland Price Discount	2	($41,063.13)^		($82,126.26)^

The Mayor and Council of Rockville are Sourcewell Member No. **24036**; https://www.sourcewell-mn.gov/participating-agency/**24036**	**SUBTOTAL:**	**$24,400.00^**
	SALES TAX:	(if applicable)
	TOTAL CONTRACT PRICE, CONTRACT YEAR 1:	**$24,400.00^**

This Quotation is subject to the provisions of Sourcewell Contract 051123-HEF, as noted on the following pages.

Noted Contract Price includes any Sourcewell Volume Discounts
PRICING IS FOR CONTRACT YEAR 1 UNLESS OTHERWISE STATED

^ Contract Price, including stated Discount, is subject to Customer's timely tender and payment of the Initial Payment that accrues on the Operational Date pursuant to the TESA (defined in the Scope of Services). Contract Price is presented as a lump sum based on the Sourcewell SKU for 2 Units.

Highland®

Sourcewell
Awarded Contract
Contract #051123-HEF

SCOPE OF SERVICES

This **Transportation Equipment Services Scope of Services ("Scope of Services")** is incorporated into and made part of the foregoing quote ("**Quote**" or, when executed, "**Purchase Order**") for Products or "Services" (as further described in this Scope of Services) provided to the Customer (also, "**District**") by the Vendor (also "**Provider**"), as set forth on Page 1. Upon countersignature of this Quote by the District, the District will acknowledge and accept this Quote, including this Scope of Services, whereupon this Quote shall become a binding Purchase Order and Provider and Customer will execute and deliver the Sourcewell Contract, Contract #051123-HEF (a "**TESA**") that incorporates this Purchase Order and all Exhibits to the TESA (each a "**TESA Exhibit**").

This Scope of Services provides, in summary format, descriptions of the Services and Products to be provided by Provider to Customer. This Scope of Services is modified by the TESA, including the TESA Exhibits, described in this Scope of Services and in the TESA.

1. **Parties:**	The Parties and their respective notice addresses are as set forth on Page 1.
2. **Services:**	Customer retains Provider to provide, and Provider will provide the following **"Services"** in consideration of the Base Service Fee (defined below and in the TESA) and other fees payable under the TESA and described in this Scope of Services for the period identified below: a. **Consulting Services:** Planning and incentive support for fleet electrification; b. **Procurement Services:** Specification and purchase of Chargers, and Infrastructure (collectively, the "**System")**; c. **Installation Services:** Design, permitting, installation, and interconnection of the System; d. **Training Services:** System use training for Customer staff at times mutually agreed by the Parties; e. **Charge Management Services:** From and after the Operational Date (defined below),License to Customer of Provider's fleet management software platform ("**Platform**") under the Platform License (defined in and pursuant to the TESA); and f. **Operations Services:** From and after the Operational Date, operation and maintenance of Chargers and Infrastructure.
3. **Vehicles; Chargers; System; Platform:**	Provider's Services will be based on the operation and use of: (a) Electric vehicle charging stations installed at the Premises, as further described on the preliminary System Site Plan attached as **TESA Exhibit B** (each, a "**Charger**"); (b) Related equipment and infrastructure installed at the Premises, consistent with **TESA Exhibit B** (collectively, "**Infrastructure**;" Chargers, and Infrastructure, collectively, the "**System**"); and (c) The license to the Customer of Provider's intellectual property rights in the fleet management software platform that supports the System (the "**Platform**"), subject to the license terms set forth in the TESA. The Services and System will be provided in support of **two (2)** electric shuttle buses, as further described on **TESA Exhibit A** (each, a "**Vehicle**");
4. **Premises:**	The Chargers and Infrastructure will be installed and operated at, and the Vehicles will be stored at, the real property and improvements thereon (the "**Premises**") owned and occupied by Customer and having a street address of: **14625 Rothgeb Drive, Rockville, MD 20850**. **TESA Exhibit B** includes a preliminary plan ("**System Site Plan**") reflecting the layout of the System on the Premises. The preliminary System Site Plan is subject to revision as provided in the TESA.
5. **Operational Date; Anticipated Operational Date:**	The date the Parties agree that the System is capable of being operated in accordance with the TESA is the "**Operational Date,**" as further described in the TESA. The System will be operational, as contemplated by the TESA, on the date ("**Anticipated Operational Date**") that is **eighteen (18)** months after the Effective Date.
6. **Term:**	(a) "**Initial Term**": The period beginning the Operational Date and ending on the last day of

	the **tenth (10th)** Contract Year (defined below). (b) "**Extension Term**": None, unless otherwise agreed. (c) "**Term**" means the period beginning the Effective Date and ending on the last day of the Initial Term or of the last Extension Term, as applicable, subject to earlier termination as provided in the TESA. (d) "**Contract Year**" means for the first Contract Year, the period beginning on the Operational Date and ending on the June 30th that is at least 12 months after the Operational Date; and for any other Contract Year, the 12-month period in the Term beginning on July 1.
7. **Performance Assurances:**	Subject to and as further detailed in the TESA, Provider's Services are supported by the following performance assurances: ***Charger Uptime Guarantee.*** Provider guarantees that the Charger ports will be "**Available**" (defined in the TESA) to charge the Vehicles, measured each Contract Year based on a minimum Availability percentage or minimum uptime hours, subject to agreed exclusions, all as provided in, and subject to, the TESA. ***Service Promise***: Provider agrees to promptly respond to Customer requests regarding System issues and to regularly evaluate the System for performance matters.
8. **RESERVED.**	
9. **Provider Use of System:**	As detailed in the TESA, Provider has the right to use the System, including to deploy the System to provide grid services (demand response and similar), and charging (including charging-for-a-fee), so long as this Provider use does not interfere with the Services.
10. **Fees; Performance-Based Credits:**	(a) **"Base Service Fee"** means **$24,400.00** for the System Services per 12-month Contract Year, subject to proration for the first Contract Year, subject to timely payment by Customer of the Initial Payment per Vehicle (defined below), and subject to escalation beginning the second Contract Year at a rate ("**Annual Escalator**") equal to **3%**/year, subject to Customer's rights pursuant to **TESA Exhibit E**. The Base Service Fee for the first Contract Year also is referred to as the "Contract Price." (b) **"Initial Payment"** has the meaning assigned to it pursuant to **TESA Exhibit E**. (c) Subject to Permitted Exclusions (defined in the TESA) and the provisions of the TESA relating to the provision of a redundant charging station, (i) if the Charger Uptime Guarantee is not satisfied in a Contract Year, then, for each **1%** below **97%** that System Chargers are not Available in that Contract Year, Provider will provide "**Availability Credits**" to Customer equal to **1%** of the aggregate Base Service Fee paid for the Contract Year; and (ii) if a "Penalty Event" (as defined in the TESA) occurs in a Contract Year, then, Provider will provide a "**Penalty Availability Credit**" to Customer equal to **1%** of the aggregate Base Service Fee paid for the Contract Year. (d) The total amount of Availability Credits and Penalty Availability Credits that accrue in a Contract Year are capped at **20%** of the aggregate Base Service Fee paid for that Contract Year.
11. **Vehicle Maintenance:**	Customer will be responsible for all Vehicle Repair Work (defined in the TESA), including related Vehicle towing, all in accordance with the TESA.
12. **Existing Incentives:**	An "**Existing Incentive**" means accelerated depreciation for Vehicles and Chargers. Existing Incentives shall be paid or credited to Provider.
13. **Interconnection Limit:**	**$21,000.00**, which covers the "Interconnection Cost" (defined in the TESA) to connect the System to an on-Premises connection point and to interconnect from that point to the local electric utility system.
14. **Governing Law; Venue:**	This Purchase Order and the TESA shall be governed by and construed in accordance with the domestic laws of **the State of Maryland**, without reference to any choice of law principles. The state courts of **Maryland** and the federal courts sitting in **Baltimore, MD,** shall have exclusive jurisdiction over any action or proceeding arising under the TESA, with venue lying in **Baltimore, MD**.
15. **Other:**	See Customer Specific Provisions on **TESA Exhibit E**.

<<<End of Highland Scope of Services. Signature Page follows.>>>

Highland®

Sourcewell
Awarded Contract
Contract #051123-HEF

To place your order using this Quotation, please fill in the following required information and sign where indicated below.

BILLING INFORMATION		**SHIPPING INFORMATION**	
Name:	**The Mayor and Council of Rockville**	Name:	**The Mayor and Council of Rockville**
Address:	111 Maryland Avenue Rockville, MD 20850	Address:	14625 Rothgeb Drive Rockville, MD 20850
Contact:	Denzel John Sustainability Program Manager	Contact:	Denzel John Sustainability Program Manager
Phone:	240-314-8881	Phone:	240-314-8881
Email:	djjohn@rockvillemd.gov	Email:	djjohn@rockvillemd.gov

The Mayor and Council of Rockville

Authorized Signatory Name (PRINT)	***Authorized Signatory's Signature***
Title	***Date***
Phone	***Email***

Remit signed Quotation/Orders to:

HEF-P Rockville, LLC c/o HIGHLAND ELECTRIC FLEETS, INC.

200 Cummings Center, Suite 273D, Beverly, MA 01915

SOURCEWELLORDERS@HIGHLANDFLEETS.COM

THANK YOU FOR YOUR BUSINESS!

Electric Vehicle Infrastructure (GA23)



Description: This project plans, procures, designs, permits, and installs a phased approach to electric vehicle (EV) charging infrastructure on city property and possibly rights-of-way to serve the city fleet, community, and employees. The project includes tools and equipment to maintain the electric vehicle fleet. Phase 1 covers the electrification of light duty fleet per the fleet replacement cycle, and Phase 2 covers electrification of heavy duty fleet.

Changes from Previous Year: The city received grant and rebate funding during FY 2025 that offset a portion of paygo funding, keeping the project total the same.

Current Project Appropriations

Prior Appropriations:	1,155,000
Less Expended as of 4/15/25:	26,532
Total Carryover:	1,128,468
New Funding:	-
Total FY 2026 Appropriations:	1,128,468

Guiding Principle: Stewardship of the Env. and Infrastructure

Mandate/Plan: Climate Action Plan; Comprehensive Plan; EV Readiness Plan; Sustainable Fleet Policy

Anticipated Project Outcome: Reduced greenhouse gases and air pollution; increased electrification capabilities to serve city and community needs.

Project Timeline and Total Cost by Type: The unfunded portion of this project for EV charging infrastructure for heavy duty fleet was moved to FY 2027, extending the project timeline by one year.

	Estimated Start		Estimated Completion		Estimated Cost			
Type	Original	Current	Original	Current	Original	Current	$ Change	% Change
Planning / Design	FY 2023	FY 2023	FY 2025	FY 2025	300,000	300,000	-	-
Construction	FY 2023	FY 2023	FY 2027	FY 2028	1,180,000	855,000	(325,000)	-28%
Other	-	-	-	-	-	-	-	-
				Project Total ($):	**1,480,000**	**1,155,000**	**(325,000)**	**-22%**

Project Funding: This project is partially funded. Rebates and state grants were received during FY 2025 reducing capital funding. Staff will strategically seek outside funding and grants when projects align with funding requirements and schedules. The unfunded amount includes the purchase and installation of charging stations for heavy duty fleet.

Source	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
Paygo (Cap)	1,101,368	-	-	-	-	-	-	1,101,368
Grants (Cap)	48,000	-	-	-	-	-	-	48,000
Rebates (Other-Cap)	5,632	-	-	-	-	-	-	5,632
Total Funded ($)	**1,155,000**	**-**	**-**	**-**	**-**	**-**	**-**	**1,155,000**
Unfunded (Cap)	-	-	325,000	-	-	-	-	325,000
Total w/Unfunded ($)	**1,155,000**	**-**	**325,000**	**-**	**-**	**-**	**-**	**1,480,000**

Operating Cost Impact: Operating costs of EV charging infrastructure will be funded by fuel savings.

Fund	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
General	-	-	-	-	-	-	-	-

Project Manager: Denzel John, Sustainability Program Manager, 240-314-8881.

Notes: The project first appeared in the FY 2023 CIP. FY 2026 work includes design and construction of EV charging infrastructure at Recreation Services, 6 Taft Court, Rothgeb Maintenance Facility, Swim and Fitness Center, and the Senior Center. EV charging infrastructure funded by Pepco (installed), Maryland, and federal grants are not reflected in this project's funding.

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: ACTION ITEM
Department: FINANCE
Responsible Staff: MARY SUE MARTIN

Subject

Adoption of an Ordinance to amend Ordinance No. 2A-26 to appropriate funds and levy taxes for FY 2026 (Budget Amendment #4)

Department

Finance

Recommendation

In accordance with the City Charter, since the budget ordinance is adopted at the fund level, a change in the appropriated amount of any fund requires action by the Mayor and Council. The vehicle for such action is an amendment to the budget ordinance. The proposed ordinance, Attachment 1, would amend the FY 2026 budget. The FY 2026 budget was adopted by the Mayor and Council on May 5, 2025, and amended three times on August 4, 2025, November 10, 2025, and March 9, 2026.

If the Mayor and Council wish to proceed with adoption of the ordinance at the same meeting, the ordinance should first be introduced and then a motion should be made to waive the layover period. If the motion to waive the layover period is approved by an affirmative vote of six or more members of the Mayor and Council, a motion to adopt the ordinance may then proceed.

Discussion

The proposed ordinance, Attachment 1, would amend the FY 2026 budget. This amendment recognizes the items that are described in this agenda report and detailed on Attachment 2. The 3Q FY 2026 Financial Report is included as Attachment 3.

General Fund

- Increase Transfer to the Capital Improvements Program (CIP), $4 million expenditure increase: As previewed in the FY 2027 Proposed Budget document and budget worksessions, staff recommends utilizing $4 million in unassigned General Fund reserves above the reserve target to support the planned FY 2027 through FY 2031 CIP budget. This funding does not increase the current Capital Projects Fund appropriation, but is assumed in the adopted CIP to support projects through the end of the five-year planning period.

- Redlight Camera Program, $463,800 revenue and $314,250 expenditure increase: The number of redlight camera citations issued has exceeded budgeted estimates. Because the city pays its redlight camera program operator on a per issued citation basis, this increase results in additional costs for the program, which are fully offset by program revenue.
- Senior Center Personal Training Program, $40,000 revenue and expenditure increase: Personal training sessions at the Senior Center have exceeded budgeted estimates. To support this increased demand the Senior Center needs an additional $40,000 to cover temporary employee wages associated with personal trainers, which will be fully offset by additional revenue from seniors paying for these sessions.
- Swim and Fitness Center Programming, $32,300 revenue and expenditure increase: Swim and Fitness Center program participation has exceeded budgeted estimates, resulting in a need for additional temporary wages to accommodate program demand. This increase is fully offset by additional revenue from program fees and swim team dues.
- Lease and SBITA adjustment, $2.4 million revenue and expenditure increase: This administrative adjustment allows for the GASB-compliant recording of long-term leases, lease purchase agreements, and subscription-based IT arrangements (SBITAs).

Special Activities Fund

- Senior Assistance Fund, $7,000 expenditure increase: Additional funding is needed to support current demand, supported by the program's fund balance.
- Housing Opportunities Fund, $190,000 expenditure increase: Additional funding is needed to provide down payment assistance for planned closings through June 30, supported by the program's fund balance.
- Art in Public Places Program, $3,700 revenue and $9,700 expenditure increase: Additional funding is needed to support planned work due to increased costs. This increase is supported by a $3,700 developer contribution and $6,000 of the program's fund balance.

Water Fund

- Depreciation, $728,280 expense increase: Actual depreciation charges exceed budgeted estimates for the Water Fund for FY 2026.
- Arbitrage, $50,540 expense increase: Project delays have resulted in a slower spend-down rate than projected for recent bond proceeds. Because the bond proceeds have been earning more in investment income than the yield paid to bondholders, the city is required to repay this excess amount to the IRS.
- Replenish Contingency, $65,000 expense increase: Water main breaks and increased costs have contributed to a higher than typical draw on contingency funds in FY 2026. To ensure emergency funds are available for year-end needs this funding will restore Water Fund contingency to its adopted level.

Sewer Fund

- Blue Plains Operating Costs, $400,150 expense increase: Additional funding is needed to cover this year's settlement charge for operating costs at the Blue Plains Advanced Wastewater Treatment Plant. Throughout the year, the city is billed based on estimated usage. The following year, the city receives a settlement bill that adjusts those estimates to reflect actual usage and costs. Depending on the difference between estimated and actual costs, the settlement may result in either a credit or an additional payment. It is important to note that this settlement charge is based on FY 2025 actual usage, and is not related to or impacted by the Potomac Interceptor spill.
- Depreciation, $245,000 expense increase: Actual depreciation charges exceed budgeted estimates for the Sewer Fund for FY 2026.

3Q FY 2026 Financial Report

As shown on page 1 of Attachment 3, the current FY26 ending unassigned fund balance equals $31.9 million, which is $8.4 million above the FY26 target. This amendment utilizes $4 million of this balance to increase the General Fund transfer to the CIP in support of the FY 2027 through FY 2031 adopted Capital Improvements Program budget.

Impact Statements

Equity

This amendment includes increased funding for the Senior Assistance Fund and Housing Opportunities Fund, which help to ensure equitable access to city programs and homeownership.

Environment

This amendment includes a $4 million transfer to the CIP, which includes a new project to fund Building Energy Performance Improvements (GA26), as well as energy efficient components in other projects where possible.

Economy

This amendment includes additional funding for the Housing Opportunities Fund, which helps people purchase homes within city limits. Homeownership boosts local economies through property taxes, home improvements, and retail spending.

Mayor and Council History

This is the fourth budget amendment for FY 2026. The FY 2026 budget was adopted by the Mayor and Council on May 5, 2025, and amended on August 4, 2025, November 10, 2025, and March 9, 2026.

Fiscal Impact

The following operating fund(s) will be adjusted if this budget amendment is adopted:

TABLE 1

Operating Fund	Amended Budget	6/8/2026 Amendment	Amended Budget
General Fund	$122,671,286	$6,936,100	$129,607,386
Water Fund	$17,941,582	$843,820	$18,785,402
Sewer Fund	$15,982,230	$509,112	$16,491,342
Refuse Fund	$9,783,447	$ -	$9,783,447
Parking Fund	$2,926,520	$ -	$2,926,520
Stormwater Mgt. Fund	$8,027,891	$ -	$8,027,891
Special Act. Fund	$2,890,749	$206,700	$3,097,449
CDBG Fund	$526,000	$ -	$526,000
Speed Camera Fund	$1,380,080	$ -	$1,380,080
Debt Service Fund	$3,342,000	$ -	$3,342,000
Total	**$185,471,785**	**$8,495,732**	**$193,967,517**

No Capital Improvements Program (CIP) funds will be adjusted if this budget amendment is adopted.

Attachments

Attach1_BudgetOrdinance_060826, Attach2_AmendmentDetail_060826, Attach3_FY26_3QFR

ORDINANCE NO._____

ORDINANCE: To Amend Ordinance 2A-26 to Appropriate Funds and Levy Taxes for Fiscal Year 2026.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND as follows:

SECTION I - ANNUAL OPERATING APPROPRIATIONS

There are hereby appropriated for the fiscal year beginning July 1, 2025, and ending June 30, 2026, out of the revenues accruing to the City for the purpose of operations, the several amounts hereinafter listed under the column designated "Amounts Appropriated":

FUNDS	**AMOUNTS APPROPRIATED**	
General Fund	[$122,671,286]	$129,607,386
Water Fund	[$17,941,582]	$18,785,402
Sewer Fund	[$15,982,230]	$16,491,342
Refuse Fund	$9,783,447	
Parking Fund	$2,926,520	
Stormwater Management Fund	$8,027,891	
Special Activities Fund	[$2,890,749]	$3,097,449
Community Development Block Grant	$526,000	
Speed Camera Fund	$1,380,080	
Debt Service Fund	$3,342,000	
Town Center Management District Fund	$0	

The "Amounts Appropriated" by this section totaling [$185,471,785] $193,967,517 shall be for the annual operating expenses of the departments and agencies of the City and shall be disbursed pursuant to the City Charter and the City Code, under the supervision of the City Manager.

SECTION II - CAPITAL PROJECTS APPROPRIATIONS

There is hereby appropriated out of the revenues accruing to the City for the purpose of capital improvements, the several amounts hereinafter listed under the column designated "Amounts Appropriated":

FUNDS	AMOUNTS APPROPRIATED
Capital Projects Fund	$56,777,325
Water Fund	$29,428,055
Sewer Fund	$15,249,173
Refuse Fund	$719,618
Stormwater Management Fund	$19,619,853
Special Activities Fund	$1,370,286
Speed Camera Fund	$0

The "Amounts Appropriated" by this section totaling $123,164,310 shall be for improvement projects and shall be disbursed pursuant to the City Charter and the City Code, under the supervision of the City Manager.

SECTION III - GENERAL LEVY

There is hereby levied against all assessable real property within the corporate limits of the City a tax at the rate of twenty-nine and two-tenths cents ($0.292) on each $100 of assessable value of said property. There is also hereby levied, against all assessable personal property within the corporate limits of the City, a tax at the rate of eighty and one-half cents ($0.805) on each $100 of assessable value of said property. These taxes are hereby levied in order, together

with other available revenues and funds of the City government, to provide funds for the "Amounts Appropriated" as set forth in the foregoing Section I. The tax levies herein provided in this section shall not apply to property in the City of Rockville to the extent that such property is not subject to taxes as provided in any valid and binding annexation agreement.

SECTION IV – TOWN SQUARE PARKING DISTRICT LEVY

There is hereby levied against all non-exempt real property within the Town Square Parking District a tax at the rate of thirty-three cents ($0.33) on each $100 of assessable value of said property. These taxes are hereby levied in order, together with other available revenues and funds of the City government, to provide funds for the "Parking Fund" as listed in the "Amounts Appropriated" in Section I.

SECTION V – TOWN SQUARE STREET AND AREA LIGHTING DISTRICT LEVY

There is hereby levied against all non-exempt real property within the Town Square Street and Area Lighting District a tax at the rate of zero cents ($0.00) on each $100 of assessable value of said property. These taxes are hereby levied in order, together with other available revenues and funds of the City government, to provide funds for the "Town Center Management District Fund" as listed in the "Amounts Appropriated" in Section I.

SECTION VI – TOWN SQUARE COMMERCIAL DISTRICT LEVY

There is hereby levied against all commercial real property within the Town

Square Commercial District a tax at the rate of zero cents ($0.00) on each $100 of assessable value of said property. These taxes are hereby levied in order, together with other available revenues and funds of the City government, to provide funds for the "Town Center Management District Fund" as listed in the "Amounts Appropriated" in Section I.

NOTE: [Brackets] indicate material deleted.
Underlining indicates material added.

****

I hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Mayor and Council of Rockville at its meeting of

_____
Sara Taylor-Ferrell, City Clerk/Director of Council Operations

FY 2026 Budget Amendment #4 - June 8, 2026

OPERATING

GENERAL

Revenues		Expenditures	
Use of reserves (unassigned)	4,000,000	Increase transfer to the CIP	4,000,000
Redlight camera citations	463,800	Redlight camera program	314,250
Senior Center revenue	40,000	Senior Center personal training program	40,000
Swim and Fitness Center revenue	32,300	Swim and Fitness Center programming	32,300
Leases and SBITA adjustment	2,400,000	Leases and SBITA adjustment	2,400,000
		Addition to reserves	149,550
TOTAL	**6,936,100**	**TOTAL**	**6,936,100**

ACT.

Revenues		Expenditures	
Use of reserves (Senior Assistance Fund)	7,000	Senior Assistance Fund	7,000
Use of reserves (Housing Opportunities Fund)	190,000	Housing Opportunities Fund	190,000
Developer contribution to Art in Public Places	3,700	Art in Public Places program	9,700
Use of reserves (Art in Public Places)	6,000		
TOTAL	**206,700**	**TOTAL**	**206,700**

WATER

Revenues		Expenses	
Use of reserves	843,820	Depreciation	728,280
		Arbitrage	50,540
		Replenish contingency	65,000
TOTAL	**843,820**	**TOTAL**	**843,820**

SEWER

Revenues		Expenses	
Use of reserves	509,112	Blue Plains operating costs	400,150
		Depreciation	245,000
		Reduce addition to reserves	(136,038)
TOTAL	**509,112**	**TOTAL**	**509,112**

CAPITAL IMPROVEMENTS PROGRAM (CIP)

CAPITAL

Revenues		Expenditures	
Transfer from the General Fund	4,000,000	Addition to reserves*	4,000,000
TOTAL	**4,000,000**	**TOTAL**	**4,000,000**

**The $4 million addition to reserves is not included in the current appropriation, but supports capital projects in future years.*

Third Quarter FY 2026 Financial Report

GENERAL FUND

Category	Current Year (in thousands) FY26 Adp.	FY26 Amd.	Actual 3/31/26	% Amd.	Prior Yr. (in thousands) Actual 6/30/25	Actual 3/31/25	% Act.
Revenue							
Property Taxes	51,610	51,610	50,438	98%	48,671	48,181	99%
From Other Gov't.	37,755	38,081	26,407	69%	39,461	24,581	62%
Fines/Forfeitures	2,234	2,234	2,045	92%	3,528	2,407	68%
Use of Money/Property	2,131	2,131	1,673	79%	3,744	2,531	68%
Charges for Services	8,967	9,187	7,653	83%	9,421	6,969	74%
Licenses/Permits	5,069	5,069	3,130	62%	4,011	3,317	83%
Other Revenue	9,322	9,342	5,266	56%	15,095	4,777	32%
Total Revenue ($)	**117,088**	**117,653**	**96,613**	**82%**	**123,931**	**92,764**	**75%**
Expenditures							
Personnel	70,298	70,518	53,308	76%	65,572	50,062	76%
Operating	18,405	20,202	11,609	57%	21,442	14,267	67%
Capital Outlay	4,546	6,368	1,993	31%	12,021	1,963	16%
Other	7,827	8,460	5,491	65%	5,533	3,005	54%
CIP Transfer	9,800	10,600	8,150	77%	12,974	9,730	75%
Transfers Out	5,063	5,913	4,273	72%	6,461	4,785	74%
Total Expenditures ($)	**115,940**	**122,061**	**84,823**	**69%**	**124,002**	**83,812**	**68%**

General Fund Summary

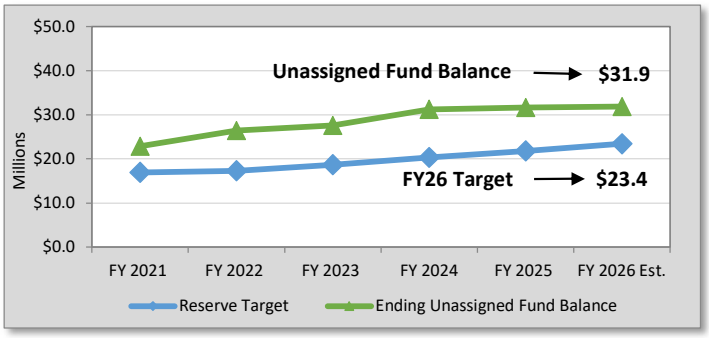
The FY26 amended budget in this report reflects adjustments included on the August, November and March budget amendments. June budget amendment adjustments will be shown on the 4Q report. Staff is recommending this amendment utilize $4 million of General Fund unassigned fund balance to increase the transfer to the CIP to support the FY27-FY31 adopted CIP budget.

Staff addressed a significant snow and ice event in 3Q through the use of unspent personnel funds, creating a negative balance for 3Q. Staff anticipate 4Q savings will offset this amount.

General Fund Unassigned Fund Balance

The FY26 estimated ending unassigned fund balance equals $31.9 million, which is $8.4 million above the FY26 target. The June amendment utilizes $4 million of this balance to increase the General Fund transfer to the CIP in support of the FY27-FY31 adopted Capital Improvements Program budget.

In accordance with the city's Financial Management Policies, the Mayor and Council may appropriate unassigned reserves in excess of the reserve target for one-time projects and capital needs.



General Fund Contingency Status

Per the City's Financial Management Policies, contingency funds are available for unanticipated, unbudgeted expenditures of a non-recurring nature and/or unexpected cost increases.

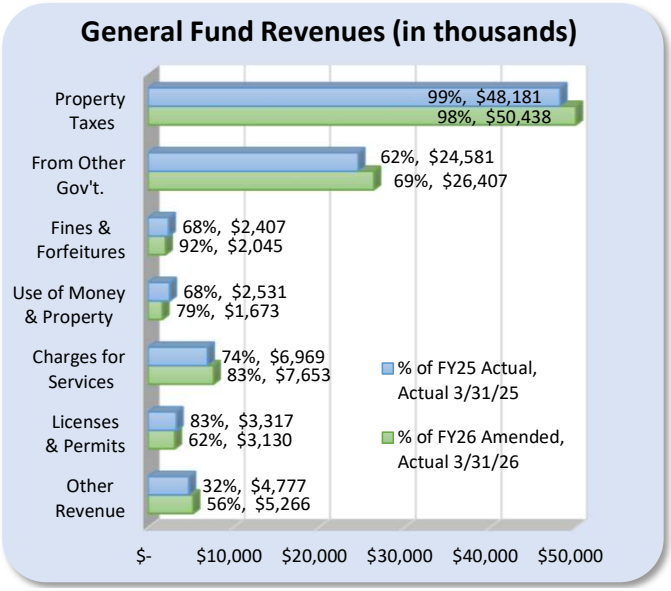
General Fund Contingency Usage through 3Q	Amount
Adopted FY26 General Fund Contingency	350,000
Badging system at Fleet Services Building	(31,800)
Additional funds for Housing Needs Assessment	(15,000)
Economic Development Strategic Plan	(80,000)
Furniture for relocated CPDS staff	(15,500)
FY26 Contingency Remaining ($)*	**207,700**

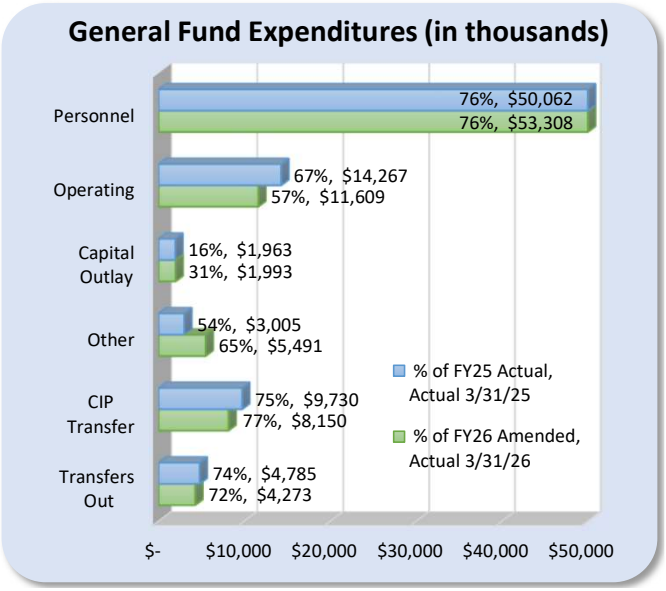
**In addition to the uses listed above, as of 5/18/26, $14,375 has been utilized for an Economic Development Strategic Plan, $1,872 for legal fees associated with executive separation, and $17,200 for the JEDI Strategic Plan, bringing the remaining contingency balance to $174,253.*

Unspent Personnel Funds

Unspent funds related to vacant General Fund positions are tracked and reported quarterly, along with any uses of these funds outside of routine personnel adjustments. Historically, in addition to vacancy-related costs, these funds have been used for weather-related needs such as snow removal.

Unspent Personnel Funds	3Q Only	YTD FY26
Gross unspent funds from vacancies	777,318	1,983,146
Vacancy-related (costs)/savings	(180,521)	(1,059,913)
Net Unspent Funds	**596,797**	**923,233**
Uses of Net Unspent Funds		
Holiday Bonus	-	(44,325)
Procurement Temp Employee	(34,000)	(34,000)
Snow & Ice Removal	(982,286)	(982,286)
Net Unspent Funds Remaining ($)	**(419,489)**	**(137,378)**





General Fund Revenues by Category

Property Taxes totaled $50.4 million, or 98% of budget. The majority of property tax revenue is received in 2Q.

Revenue **From Other Governments** totaled $26.4 million, an increase over FY25. The largest revenue source in this category is income tax, which totaled $13.8 million compared to $12.0 million for FY25. Staff estimates that this revenue source will end the year at approximately $22.8 million, or $1.6 million over the original $21.2 million estimate.

Revenue from **Fines & Forfeitures** totaled $2 million, lower than 3Q FY25, but still higher than budgeted estimates. The main revenue source in this category is redlight camera citations. The June amendment includes an increase for this revenue source due to higher than budgeted citations and resulting revenue.

Use of Money & Property revenue totaled $1.7 million, lower than 3Q FY25 mainly due to a decrease in investment earnings and a one-time cable revenue adjustment that was received in early FY25.

Charges for Services revenue totaled $7.7 million, ahead of 3Q FY25, due to recreation program and membership revenues, admissions fees at the newly renovated outdoor recreation pool at the Rockville Swim and Fitness Center, and police community support revenue for the hire of off-duty officers by the recently opened Wegmans, with related overtime expenditures.

Licenses & Permits revenue totaled $3.1 million, about $0.2 million lower than 3Q FY25, primarily due to lower than expected rental license revenues.

Other Revenue totaled $5.3 million. The majority of revenue in this category comes from administrative transfers from other funds. The June amendment includes an administrative adjustment to account for year-end SBITA and lease estimates.

General Fund Expenditures by Category

Personnel spending totaled $53.5 million, or 76% of the total personnel budget. Spending to date includes the city's annual pension contribution payment.

Operating expenditures totaled $11.6 million, or 57% of budget. Software subscriptions, which were included in this category in FY25, were moved to the Other category for FY26, resulting in a decrease in this category and an increase in the Other category for 3Q FY26. The June budget amendment includes an increase to the redlight camera program to support the higher than budgeted volume of citations and associated costs.

Capital Outlay expenditures totaled $2 million, or 31% of budget. This funding covers one-time equipment purchases including vehicle replacements, and varies from year to year based on needs and replacement schedules.

Other expenditures totaled $5.5 million, or 65% of budget. This category includes the city's community services and enrichment grants and contribution to REDI, lease agreements, and, in FY26, software subscriptions. Software subscriptions moved to this category from the Operating category for FY26, resulting in an increase in Other and decrease in Operating. The June amendment includes a revenue-supported administrative adjustment to account for year-end SBITA and lease estimates.

The **CIP Transfer** totaled $8.2 million for 3Q. This transfer is expended quarterly based on the amended budget. The June budget amendment includes an additional $4 million transfer to the CIP to support the adopted FY27-FY31 CIP budget.

The **Transfers Out** category totaled $4.3 million for 3Q. This category includes transfers to the Parking, Debt Service, Refuse (for RHE refuse bills), and Special Activities funds. These transfers are expended quarterly based on the amended budget.

WATER FUND

	Current Year (in thousands)				Prior Year (in thousands)		
	FY26 Adp.	FY26 Amd.	Actual 3/31/26	% Amd.	Actual 6/30/25	Actual 3/31/25	% Act.
Total Revenue ($)	**15,711**	**15,711**	**9,730**	**62%**	**14,906**	**8,460**	**57%**
Expenses							
Personnel	4,874	4,982	3,981	80%	4,601	3,594	78%
Operating[1]	3,635	4,603	2,398	52%	3,390	2,310	68%
Capital Outlay[1]	854	1,404	569	41%	479	490	102%
Admin/Other/Interest	6,952	6,953	2,040	29%	6,904	1,749	25%
Total Expenses ($)	**16,315**	**17,942**	**8,989**	**50%**	**15,375**	**8,143**	**53%**

The majority of Water Fund revenue comes from user charges collected throughout the year. 3Q FY26 revenues are ahead of 3Q FY25 primarily due to increased revenue from user charges.

Operating spending is higher than 3Q FY25 but appears under budget due to payment timing for major repair work and water purchases related to water main breaks.

The capital outlay budget includes funding to address a water meter backlog and planned Water Treatment Plant equipment replacement. The timing of spending in this category varies from year to year based on lead times.

A large portion of Water Fund spending occurs in the multi-year CIP.

SEWER FUND

	Current Year (in thousands)				Prior Year (in thousands)		
	FY26 Adp.	FY26 Amd.	Actual 3/31/26	% Amd.	Actual 6/30/25	Actual 3/31/25	% Act.
Total Revenue ($)	**15,982**	**15,982**	**9,968**	**62%**	**16,269**	**8,868**	**55%**
Expenses							
Personnel	2,352	2,352	1,635	70%	2,080	1,632	78%
Operating[1]	5,258	5,398	3,854	71%	5,525	3,842	70%
Capital Outlay[1]	56	225	169	75%	614	496	81%
Admin/Other/Interest	7,871	7,872	1,266	16%	7,935	1,211	15%
Total Expenses ($)	**15,536**	**15,846**	**6,924**	**44%**	**16,154**	**7,182**	**44%**

The majority of Sewer Fund revenue comes from user charges collected throughout the year. 3Q FY26 revenues are ahead of 3Q FY25, primarily due to utility fees.

The June budget amendment includes additional funding needed for Blue Plains operating costs.

Capital outlay costs are lower compared to 3Q FY25 due to the vehicle replacement schedule and lower spending on equipment.

A large portion of Sewer Fund spending occurs in the CIP and goes toward the city's capital contribution to the Blue Plains Wastewater Treatment Facility.

REFUSE FUND

	Current Year (in thousands)				Prior Year (in thousands)		
	FY26 Adp.	FY26 Amd.	Actual 3/31/26	% Amd.	Actual 6/30/25	Actual 3/31/25	% Act.
Total Revenue ($)	**8,131**	**8,131**	**8,140**	**100%**	**7,903**	**7,718**	**98%**
Expenses							
Personnel	3,990	3,990	2,799	70%	3,309	2,625	79%
Operating[1]	2,275	2,275	1,425	63%	2,081	1,348	65%
Capital Outlay[1]	460	1,485	1,204	81%	2	2	100%
Admin/Other/Interest	2,034	2,034	1,165	57%	1,945	1,030	53%
Total Expenses ($)	**8,759**	**9,783**	**6,592**	**67%**	**7,337**	**5,005**	**68%**

The majority of refuse revenue is received during 2Q, as it is collected through property tax bills.

Capital outlay costs are significantly higher compared to FY25 due to the vehicles that were ordered in FY25 but were not received until FY26. The funding for these vehicles is included in the FY26 amended budget.

[1] *Capital outlay purchases and operating leases with useful lives of more than five years are capitalized and depreciated or amortized in accordance with Generally Accepted Accounting Principles (GAAP). The City's financial statements reflect this adjustment, whereas this report shows the actual expense. As a result, the prior year actuals shown on this report in enterprise funds will differ from the financial statements in the amount of the cost of any capitalized assets or leases.*

SWM FUND

	Current Year (in thousands)				Prior Year (in thousands)		
	FY26 Adp.	FY26 Amd.	Actual 3/31/26	% Amd.	Actual 6/30/25	Actual 3/31/25	% Act.
Total Revenue ($)	**7,296**	**7,296**	**6,672**	**91%**	**7,119**	**6,076**	**85%**
Expenses							
Personnel	3,383	3,383	2,369	70%	2,984	2,300	77%
Operating[1]	1,269	1,287	439	34%	1,068	547	51%
Capital Outlay[1]	309	477	122	26%	16	2	13%
Admin/Other/Interest	2,664	2,881	893	31%	2,567	832	32%
Total Expenses ($)	**7,626**	**8,028**	**3,823**	**48%**	**6,635**	**3,682**	**55%**

The majority of the city's SWM fee revenue is received during 2Q, as it is collected through property tax bills. Revenue from permitting activity increased compared to 3Q FY25 based on the timing and size of development projects.

Operating costs appear low compared to FY25 due to the timing of projects and payments while capital outlay appears high due to timing of vehicle replacement. A large portion of SWM Fund spending occurs in the multi-year CIP.

PARKING FUND

	Current Year (in thousands)				Prior Year (in thousands)		
	FY26 Adp.	FY26 Amd.	Actual 3/31/26	% Amd.	Actual 6/30/25	Actual 3/31/25	% Act.
Total Revenue ($)	**2,927**	**2,927**	**1,809**	**62%**	**2,928**	**1,720**	**59%**
Expenses							
Personnel	350	350	278	79%	303	221	73%
Operating[1]	98	129	67	52%	124	77	62%
Capital Outlay[1]	0	0	0	0%	0	0	0%
Admin/Other/Int.	1,646	1,646	376	23%	1,671	350	21%
Total Expenses ($)	**2,094**	**2,125**	**721**	**34%**	**2,098**	**648**	**31%**

The General Fund transfer to the Parking Fund totaled $956,250 for 3Q, compared to $885,000 in FY25.

Revenue from parking meter violations and other fines increased by $346,388 compared to 3Q FY25 due to low parking enforcement staffing levels in early FY25. Meanwhile, County grant revenue was not received by 3Q, causing revenue to appear relatively flat.

Personnel spending appears high compared to FY25 due to the lower staffing levels in FY25, while operating costs appear low compared to FY25 due to the shifting of software costs from operating to other costs.

Capital Improvements Program (CIP) Transfers, All Funds

The City's Financial Management Policies allow the City Manager to approve transfers of unspent project appropriations between capital projects within the same fund. These transfers will always net to zero, as any change in total appropriation by fund must be approved by the Mayor and Council through an appropriations ordinance. Any transfers between projects during the reporting period are shown below.

3Q CIP Transfers	Amount ($)	Fund	Reason for Transfer
King Farm Farmstead Electric Infrastructure (RB23)	(150,000)	Capital Projects Fund	Project near completion with leftover contingency funds
David Scull Park Improvement (RA19)	150,000		Additional funding needed for updated scope including pavilion with restroom connected to city water

[1] *Capital outlay purchases and operating leases with useful lives of more than five years are capitalized and depreciated or amortized in accordance with Generally Accepted Accounting Principles (GAAP). The City's financial statements reflect this adjustment, whereas this report shows the actual expense. As a result, the prior year actuals shown on this report in enterprise funds will differ from the financial statements in the amount of the cost of any capitalized assets or leases.*

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: WORKSESSION
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Worksession – Discussion and Direction on Chapter 8 Election Code Rewrite Recommendations from the Board of Supervisors of Elections.

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council provide direction on the recommendations of the Board of Supervisors of Elections (BSE) in order to move forward with revisions to the Election Code and ensure implementation prior to the November 2027 Municipal Election.

Time is of the essence, as the 2027 election cycle has already begun. The first citywide election notice to Rockville residents is anticipated to be mailed in March 2027, and the Candidate Information Packet must be finalized and available for distribution by May 1, 2027.

To ensure that all related forms, notices, procedures, candidate materials, and administrative documents accurately reflect the applicable law, the Mayor and Council will need to provide directions regarding whether to accept, reject, modify, and address the BSE recommendations and authorize staff to proceed with the necessary revisions to the draft rewrite.

Change in Law or Policy

Upon completion and adoption of the rewrite, the proposed Election Code – Chapter 8 would significantly modify and modernize the laws governing the Rockville municipal elections, while providing greater clarity, transparency, and administrative consistency within the election process. Certain recommendations for consideration would require Charter Amendments.

Discussion

The Board of Supervisors of Elections (BSE) is actively preparing for the November 2027 Municipal Election and has identified several operational, administrative, and policy matters requiring direction from the Mayor and Council. Current preparations and recommendations include the following:

- Utilize Vote-by-Mail (VBM) as the method to conduct the 2027 Municipal Election;
- Request assistance from the Maryland State Board of Elections and the Montgomery County Board of Elections, including training on and authorization to use the State's electronic pollbooks and election equipment;
- Provide recommendations to the Mayor and Council regarding proposed revisions to Chapter 8 of the City Code and related Charter provisions, as summarized in reports in the attachment to the Mayor and Council from February 24, 2025, September 8, 2025, and May 8, 2026;
- Include proposed Charter Amendments related to voting eligibility for 16–17-year-olds and term limits;
- Incorporate revisions to the proposed Enforcement Article intended to improve clarity, administration, and enforcement over the current law;
- Consider additional election reform concepts for future discussion beyond the 2027 election cycle, including, ranked-choice voting, and public campaign financing for potential implementation in 2031;
- BSE and staff to prepare a handbook for prospective candidates providing election guidance, filing requirements, and common compliance pitfalls; and
- Continue development and evaluation of electronic petition signature processes and related administrative procedures.

To complete the rewrite of Chapter 8, proposed Charter Amendments, and related election preparations, the BSE, the City Clerk/Director of Council Operations, and the City Attorney's Office will require policy direction from the Mayor and Council regarding the scope, prioritization, and implementation of the proposed revisions.

Board of Supervisors of Elections 2027 Recommendations

The proposed revisions to Chapter 8 of the City Code and related Charter provisions are intended to improve the current election framework and address operational and administrative issues identified during the 2023 Municipal Election cycle. If accepted by the Mayor and Council, the proposed changes would provide updated procedures, clarification of responsibilities, and improvements to election administration and enforcement.

BSE Recommendations for the 2027 Election	
For the Mayor and Council	
Recommendation	**Comment**
Use VBM to conduct the 2027 election	Because Rockville has successfully used VBM in its two previous elections and by doing so nearly doubled voter turnout

Establish a third vote center on the east side of Rockville Pike	To increase voter participation in a part of the City in which turnout was lower than in most other areas
Require greater participation by the Office of City Attorney, including attendance at BSE meetings during an election year and physical presence on Election Day and during canvassing	Because during the 2023 election, in a departure from prior practice, the City Attorney was absent during critical periods, forcing the BSE to address and resolve legal issues without guidance from his office.
Provide a stipend to BSE members who serve a full year of $2,500 for Board members and $3,500 for the chair	Because Article III, Section 2(a) of the City Charter contemplates payment to BSE members and because the BSE, unlike other boards and commissions, performs a governmental function – the conduct of City elections
For the BSE and City Staff	
Recommendation	**Comment**
Prepare a handbook for prospective candidates providing guidance and describing common pitfalls	To make running for office a bit less daunting and to avoid common errors made by candidates, e.g., using personal funds to pay campaign expenses
Work with IT Department to ensure that properties have not been improperly excluded from the database of Rockville voters	Because in the 2023 election, as a result of an error made at the county level, registered voters living at the Bainbridge apartments did not receive ballots
Make necessary arrangements with the USPS to retrieve ballots postmarked on or just before Election Day	Because in the 2023 election, despite a USPS promise to sweep postal facilities on Election Day for voted ballots, several ballots postmarked on, or the day before, Election Day were not delivered on time
Provide vendor with mailing addresses of Rockville voters who have opted for web delivery in state and federal elections	Because the data provided by the MD BOE to the vendor does not – and in 2027 will not – include those addresses

Reach out to residents in newly added properties and communities	To ensure that the residents of those properties and communities are fully aware of the election and their right to vote
Eliminate from ballot return envelopes the space in which to date the required oath	To avoid the claim, made in other jurisdictions, that return envelopes incorrectly dated must be deemed void

Recommended Amendments to Chapter 8 of the City Code

Section	Change	Comment
Entire chapter	Rewrite entire chapter	To make it internally consistent and easier to understand and apply and to follow the pattern set by other election laws
8-1	Expand definition of "campaign material" to include robocalls, pre-recorded messages, and communications with audio components	To make clear that non-tangible campaign materials must include the disclaimers required by Section 8-101(7)
8-1	Insert definition of "committee"	Because one organization argued, with supporting authority, that without a definition of "committee" Rockville's campaign finance laws were unconstitutionally vague
8-1	Delete definition of "absentee ballot"	Because VBM eliminates the need for absentee ballots.
8-1	Insert definitions of "contribution" and "expenditure" with exceptions for those items not deemed reportable (e.g., volunteer activity, candidate personal expenses)	Because virtually every other campaign finance law in the U.S., including the FECA, follows this pattern
8-6(a)	Close registration to vote in City election 60, rather than 45, days before the election	To allow additional time to check the voter information provided by the state to the vendor for errors and omissions
8-41(a)	Substitute for provision specifying location of vote centers and drop boxes a provision stating that vote centers will be established and drop boxes placed at locations recommended by the BSE and approved by the M&C	Because changed circumstances may render the locations currently specified in the Code inappropriate or unavailable

8-41(c)	Reduce the number of notices and reminders from 4 to 3	To reduce costs and because the 4th mailer goes out after voter information has been sent to the vendor and therefore cannot be used to update the voter database
8-42(a)	Delete provisions on absentee voting	Because VBM eliminates the need for absentee voting
8-44(a)(1)	Eliminate Certification of Person Assisting Voter	Because certification serves no purpose and the need for the certification cannot be verified
8-71(a)(1)	Clarify when one becomes a "candidate"	To eliminate confusion caused by conflicting provisions of the chapter
8-72	Require slates to disband after each election cycle	So slates cannot collect contributions in support of one group of candidates and use those funds years later to support a different group of candidates
8-73	Adopt provisions on independent expenditures that would: 1) require persons to register within 48 hours of making independent expenditures of at least $X; 2) file a report within 48 hours of making independent expenditures of at least $2X; 3) disclose in those reports the identities of their largest contributors; and 4) name a Rockville resident as an agent for service of process	This provision would mimic the treatment of independent expenditures under Maryland Code, Election Law, Section 13-306, although presumably with lower amounts triggering the obligation to register and report. The requirement of naming an agent for service of process would facilitate enforcement and prevent evasion of service.
8-74(b)	Eliminate the requirement of maintaining a petty cash ledger	Because campaign committees do not actually maintain, or need to maintain, petty cash ledgers
8-81(a)(1)	Require committees to file their first pre-election campaign finance reports 45, rather than 30, days before the election	Because committees begin collecting contributions and making expenditures earlier in the election cycle
8-81(a)(4)	Change the due date for annual campaign finance reports from November 8 to January 15 or 31	Because virtually every other campaign finance law in the U.S., including the FECA, follows this pattern

8-83(a)	Increase the maximum late fee for filing campaign finance reports from the current maximum of $360	Because a maximum penalty of $360 does not provide an adequate incentive to file timely reports
8-83(c)	Create a more streamlined and rational procedure for imposing and collecting late fees from those that do not file timely campaign finance reports	Because the current system essentially requires the BSE to wait at least 60 days, which allows candidates and others to avoid disclosure prior to Election Day
8-101	Require text messages to offer recipients choice of opting out of receiving future political messages	To protect residents who object to receiving unwanted political text messages
new	Add a new section describing the authority of the Board of Supervisors of Elections, including the authority to: 1) conduct municipal elections;	To resolve questions regarding the authority of the BSE, which might arise in litigation
	2) determine adequacy of nominating petitions and certify the candidacy of nominees; 3) issue forms for reporting and other purposes 4) review and determine adequacy of campaign finance reports; 5) supervise canvassing of ballots; 6) investigate violations of Chapter 8 of the City Code; 7) issue municipal infraction citations to those who violate Chapter 8 of the City Code; and 8) certify election results.	
new	Add a provision making it a crime to threaten an election official or an election worker, or an immediate family member of an election official or election worker, because of that official's or worker's role in administering the election process	This provision would mimic the Protecting Election Officials Act of 2024, Maryland Code, Election Law, Section 16-904, enacted by the state of Maryland

Next Steps

Staff members have tentatively scheduled worksessions with BSE members to address code changes. Staff will prepare a first draft of the proposed Election Code Rewrite on a targeted date of August 21, 2026, for submission to the Mayor and Council for review.

Mayor and Council History

In 2025, the City retained a consultant to conduct a review of the City's election processes and potential election reforms. The Mayor and Council held worksessions regarding the consultant's review on May 19, 2025, and July 21, 2025. The consultant's final report and recommendations were presented to the Mayor and Council on September 8, 2025. Mayor and Council received a draft of the Election Code Rewrite on April 27, 2026. Following discussion and direction provided on May 11, 2026, responsibility for the rewrite was reassigned to the City Clerk/Director of Council Operations and the Acting City Attorney for further review, revisions, and coordination moving forward.

Boards and Commissions Review

The consultant met with the Board of Supervisors of Elections (BSE) on April 24, 2025, to receive input and feedback regarding election administration and proposed reforms. In addition, the BSE was provided with a copy of the first draft Election Code rewrite on April 16, 2026, for review and recommendations. The BSE provided its recommendations for the original draft in a letter to the Mayor and Council dated May 8, 2026.

Attachments

BSE Recommendations on Chapter 8_ Final (5.28.26)

Election Code Rewrite Worksession June 8, 2026

Board of Supervisor of Elections Recommendations for Chapter 8 Rewrite

City of Rockville
Rise Together
705

Outline

- Introduction
- Timeline
- BSE Recommended Actions
- BSE Recommendations for the 2027 Elections
  - Recommendations for the Mayor and Council
  - Recommended Amendments to Chapter 8
  - Recommendations for the BSE and City Staff
- Closing statements

Introduction

Staff recommend the Mayor and Council provide direction on the recommendations of the Board of Supervisors of Elections (BSE) in order to move forward with rewriting the Election Code and ensuring implementation prior to the November 2027 Municipal election

Timeline & Conclusion

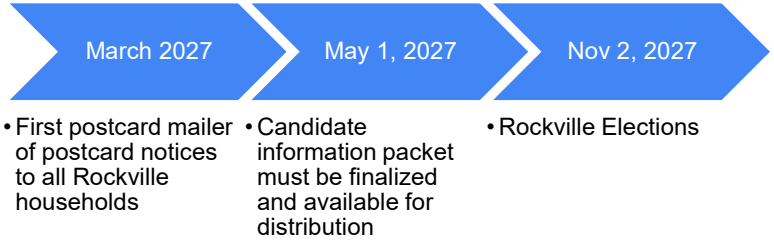
May 19, 2025	July 21, 2025	Sept. 8, 2025	March 26, 2026	April 16, 2026	April 27, 2026	May 7, 2026	May 11, 2026	June 8, 2026	June-July, 2026
•First work session facilitated by consultant held	•Second work session facilitated by consultant held	•Body accepted consultants report	•CAO provided an outline to BSE of its approach to drafting the proposed code	•BSE first review of proposed rewrite	•M&C Mtg, BSE requested M&C to consider adoption after BSE has had time to review	•BSE Mtg to review proposed revision	•Recommendations on the original draft	•M&C Worksession on BSE recommend-ations  We are here!	•Scheduled BSE worksessions

Timeline & Conclusion

Aug. 21, 2026	Aug . 28, 2026	Sept. 14, 2026	Oct. 5, 2026	Oct. 26, 2026	Nov. 16, 2026	Dec. 26, 2026	Jan. 5, 2027	Jan. 8, 2027
•Targeted 1st draft of proposed rewrite for M&C review	•Briefbook distribution with Sept. 14th work session staff report	•M&C Worksession on proposed draft	•Intro of Election Code and Charter Amendments to the M&C	•Public hearing for the draft Election Code & Charter	•Adoption of Election Code & Charter Amendments	•Post amendments for 40 days following adoption and publication of a summary newspaper	•Charter Amendments effective	•Election Code effective

Timeline & Conclusion

Election 2027 - go LIVE!



BSE Recommendations for the 2027 Election

The BSE recommends the following to the Mayor and Council:

- Use VBM to conduct the 2027 election
- Establish a third vote center on the east side of Rockville Pike
- Provide a stipend to BSE members who serve the year of the election: $2,500 for Boardmembers and $3,500 for the Chair

Recommended Amendments for Chapter 8

Section	Change
8-1	Expand definition of “campaign material” to include robocalls, pre-recorded messages, and communications with audio components
8-1	Insert definition of "committee"
8-1	Delete definition of "absentee ballot"
8-1	Insert definitions of "contribution“ and "expenditure" with exceptions for those items not deemed reportable (e.g., volunteer activity, candidate personal expenses)

Recommended Amendments for Chapter 8

Section	Change
8-6(a)	Close registration to vote in City elections to 60, rather than 45, days before the election
8-41(a)	Substitute the provision specifying location of vote centers and drop boxes a provision stating that vote centers will be established and drop boxes placed at locations recommended by the BSE and approved by the M&C
8-41(c)	Reduce the number of postcard mailers from 4 to 3
8-42(a)	Delete provisions on absentee voting

Recommended Amendments for Chapter 8

Section	Change
8-44(a)(1)	Eliminate Certification of Person Assisting Voter
8-71(a)(1)	Clarity when one becomes a "candidate"
8-72	Require slates to disband after each election cycle

Recommended Amendments for Chapter 8

Section	Change
8-73	Adopt provisions on independent expenditures that would: 1) require persons to register (City Clerk's Office) within 48 hours of making independent expenditures of at least $X; 2) file a report within 48 hours of making independent expenditures of at least $2X; 3)disclose in those reports the identities of their largest contributors; and 4) name a Rockville resident as an agent for service of process.
8-74(b)	Eliminate the requirement of maintaining a petty cash ledger
8-81(a}(1)	Require committees to file their first pre-election campaign finance reports 45, rather than 30, days before the election
8-81(a)(4)	Change the due date for annual campaign finance reports from November 8 to January 15 or 31

Recommended Amendments for Chapter 8

Section	Change
8-83(a)	Increase the maximum late fee for filing campaign finance reports from the current maximum of $360
8-83(c)	Create a more streamlined and rational procedure for imposing and collecting late fees from those that do not file timely campaign finance reports
8-101	Require text messages to offer recipients choice of opting out of receiving future political messages

Recommended Amendments for Chapter 8

Section	Change
New	Add a new section describing the authority of the Board of Supervisors of Elections, including the authority to: 1) conduct municipal elections; 2) determine adequacy of nominating petitions and certify the candidacy of nominees; 3) issue forms for reporting and other purposes; 4) review and determine adequacy of campaign finance reports; 5) supervise canvassing of ballots; 6) investigate violations of Chapter 8 of the City Code; 7) issue municipal infraction citations to those who violate Chapter 8 of the City Code; and 8) certify election results.
New	Add a provision making it a crime to threaten an election official or an election worker, or an immediate family member of an election official or election worker, because of that official's or worker's role in administering the election process.

BSE Recommendations for the 2027 Election

The BSE recommends the following to the BSE & City Staff:

- Prepare a handbook for prospective candidates providing guidance and describing common pitfalls
- Electronic Signatures for Nominating Petition Forms
- Work with IT Department to ensure that properties have not been improperly excluded from the database of Rockville voters
- Make necessary arrangements with the USPS to retrieve ballots postmarked on or before Election Day
- Provide vendor with mailing addresses of Rockville voters who have opted for web delivery in state and federal elections
- Reach out to residents in newly added properties and communities

Closing Statement

Thank you to Mayor and Council for taking the time to provide direction on the recommendations of the Board of Supervisors of Eelections (BSE) in order to move forward with revising the rewrite of the Election Code and ensuring implementation prior to the November 2027 Municipal election.

Your direction will provide guidance for the staff and BSE to hold worksessions and provide a draft of the proposed rewrite on August 21 for Mayor and Council review.

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: WORKSESSION
Department: CPDS - DEVELOPMENT REVIEW
Responsible Staff: JOHN FOREMAN

Subject

Worksession on FAST 2 improvements to the development review and permitting process.

Department

CPDS - Development Review

Discussion

Background

In October 2018, the Mayor and Council endorsed an important City initiative entitled FAST (Faster, Accountable, Smarter, and Transparent – Improvements to Permitting and Development Review Processes). This name reflects expected results among the Mayor and Council, staff, and stakeholders.

The first phase of FAST included:

- Staff reorganization;
- Improved digital notification procedures;
- Standardized comments and improved coordination of the Development Review Committee;
- Development and launch of the Customer Bill of Rights. Since the implementation of these items, staff has received positive feedback on improvements in our service to our customers;
- Online application intake, payment, and plan review through MyGovernmentOnline (MGO) permitting system;
- The Mayor and Council approved two Zoning Text Amendments (ZTA) because of FAST, the first in 2021 allowing for concurrent review of project plans and new exemptions from site plans for minor appurtenances and the second in 2022 to calibrate tree requirements for townhouse developments, and
- Updates to the Forest and Tree Preservation Ordinance.

As the first phase of FAST was concluding in 2024, a staff working group assessed the development and permitting process and created a list of priority items to improve. In addition,

the team engaged external customers through a survey and a listening session, and staff met and received feedback from both REDI and the Chamber of Commerce.

Based on this information, on September 30, 2024, the Mayor and Council held their first work session and provided direction on the second phase of FAST (FAST 2). Guiding principles for FAST 2 include:

- Facilitating housing and economic development by streamlining processes;
- Improving information available to the public and applicants; and
- Ensuring efficient processes.

Following this work session, several action items were revised to reflect the Mayor and Council's direction. At subsequent work sessions, on March 3, and August 4, 2025, Mayor and Council provided additional direction on streamlining the development process through the Zoning Ordinance Rewrite (ZOR).

The final version of FAST 2 includes nine topic areas with 33 action items. Each action item has a scheduled end date, and the overall target completion date for FAST 2 is the end of calendar year 2026. All action items are currently on track, and six action items have been completed. In March 2025, the city launched Results Rockville, a public-facing dashboard with regular status updates on projects such as FAST. Detailed updates for all action items are included in the FAST Action Item Progress Report (Attachment 1).

Updates to the Zoning Ordinance

Purpose

The Zoning Ordinance outlines various development processes, including the steps a property owner or developer needs to take when seeking approval. FAST 2 action items include improvements to processes, specifically:

- Restructuring and streamlining the Project Plan, Site Plan, PD amendment, change of use/Minor Site Plan amendment, and subdivision processes;
- Allowing administrative approval of certain minor Historic District Certificates of Approval (also identified in the 2023-2033 Historic Preservation Work Program); and
- Converting most Special Exceptions to Permitted or Conditional uses.

These changes will create more efficient, predictable processes by streamlining and removing duplicative steps consistent with the guiding principles of FAST 2.

Progress

These FAST action items are being implemented through the ZOR. Council previously provided direction on these process improvements during ZOR and CMA work sessions, and the changes are reflected in the Revised Staff Draft Zoning Ordinance, in draft Articles 3, 4, 6, 11, and 12. These action items will be considered complete when the new Zoning Ordinance is adopted. Under the new Zoning Ordinance, projects will benefit from the following time savings:

- Project Plans under the new process will be achievable within six months. Currently cases average 1.5 years.

- Additional Level 1 site plans – savings of 6-8 weeks
- Minor subdivision plats – savings of 4-6 weeks
- Administrative historic preservation cases – savings of 4-6 weeks
- Public meetings – combining the pre-application and post-application area meetings (savings of 4 weeks)

Updates to Chapter 21 and Comprehensive Transportation Review (CTR)

Purpose

Chapter 21 requires Road Code Waivers when a proposed roadway section does not meet the city's full standard. Many of these are required to be approved by resolution from the Mayor and Council in open sessions despite being either minor or routine. Easements are required where public improvements are proposed outside of City property or rights-of-way (ROW), and ROW Agreements are required where private improvements are proposed within the public streetscape, each of which can add additional steps and time to the development process. As with Road Code Waivers, currently, ROW agreements and easements must go to the Mayor and Council for approval, even if minor or following a standard legal template.

The CTR requires an analysis of transportation elements and traffic impacts based on the number of trips generated. Currently, if a development generates 30 or more trips, all components of the Transportation Report are required. If a development generates less than 30 trips, the report must contain only an introduction and proposed transportation features on site. However, there is no provision for an exemption for very small projects or those that will have little to no impact on the traffic on surrounding roads. Since these minor projects never require any traffic-related mitigation, the production of a transportation report is not beneficial, and it results in additional expenses for the applicant and an extended application timeline to allow for staff review of the reports.

Progress

Amendments to Chapter 21 propose to allow administrative approval of certain Road Code Waivers, Easements and ROW Agreements. Common examples of ROW Agreements to be delegated to and approved by the DPW Director include private amenities/architectural encroachments such as awnings, signs, outdoor dining, and seating; temporary construction and maintenance activities such as sheeting and shoring; and minor private improvements on single-family residential lots. Amendments to the ordinance are proposed for introduction to Mayor and Council in Summer 2026.

Proposed revisions to the CTR would eliminate the requirement for submission of stand-alone on-site reports from cases where the transportation impact is not significant (< 30 net new trips). Staff will review frontage and onsite multimodal access routes as part of the review of the development application such as a site plan.

Notification Improvements

Purpose

The Zoning Ordinance contains several requirements for notification, including posting a notification sign on the property, electronic notice to homeowners and civic associations, and mailed notice to property owners and residents within a distance ranging from 500 to 1,500 feet depending on the application type. These distances are much greater than in surrounding jurisdictions. Per Mayor and Council direction the ZOR maintains these requirements.

However, mailed notice has limitations – it can include only so much information, is not easily updated, and the public use and attention to mail is declining. Also, there is opportunity to improve the current notification sign both for clarity and overall design.

Progress

To support the required mailed notices, staff has implemented the following items to ensure public awareness of development. Some of these are FAST 2 action items, while others are enhancements that were developed and implemented through FAST 1 or prior to FAST:

- **Development Watch webpage and map** – site plans and project plans are listed with information such as a project description, case number, and links to plans and documents. The project page also includes information on area meetings and hearings of approving authorities such as Planning Commission and Mayor and Council. This webpage has over 5,000 views in the most recent six-month period. This is similar to other pages on the city webpages such as the Farmer's Market, Senior Center Programs, and slightly fewer than the Police Department and Mayor and Council pages.
- The **Development Watch newsletter** is emailed monthly, listing new applications as well as area meetings and hearings scheduled for the upcoming month. There are currently 600 subscribers, and the number has steadily increased over the last few years.
- **City website** – meeting agendas for approving authorities such as Planning Commission and Mayor and Council are posted. As part of FAST 2, area meetings have begun to be included on the city calendar as well. Also, a new page has launched showing all upcoming development-related meetings. This page is available on both the City Calendar and Development Watch pages.

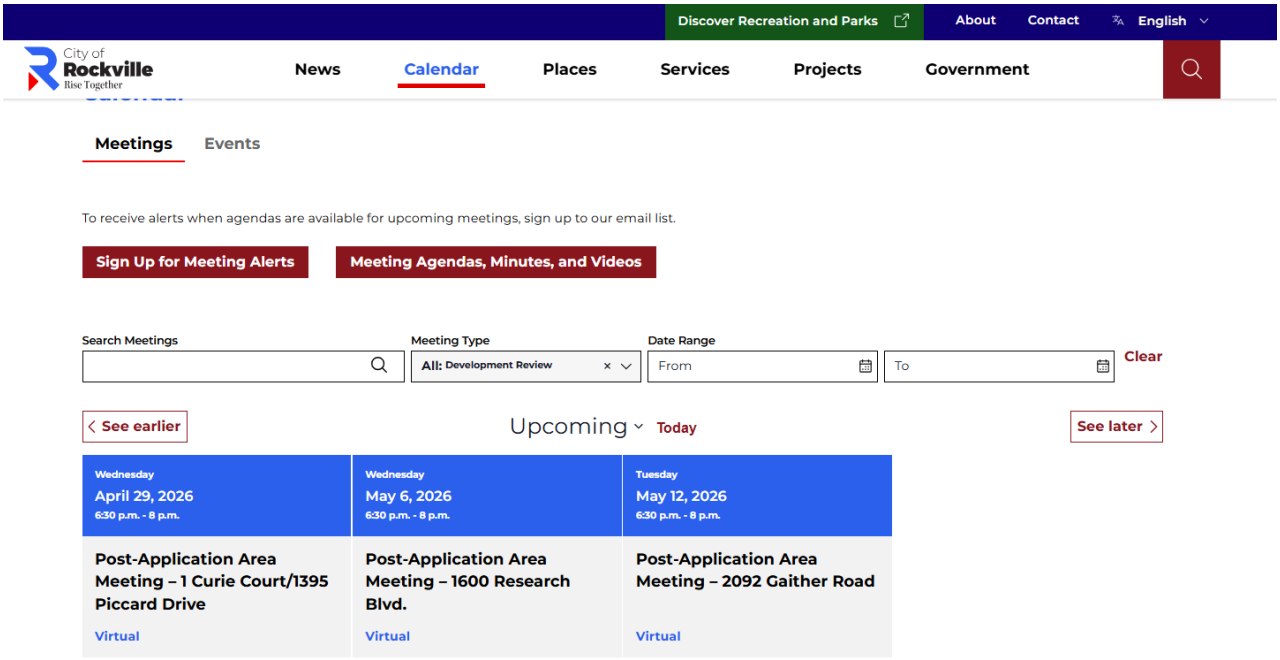


Figure 1: New webpage showing all development-related meetings

- **Rockville Reports** – twice a year, major projects such as Project Plans and Site Plans are included in the print and digital versions of Rockville Reports. This edition includes a map of all projects and a brief overview of each. As part of FAST 2, a call to sign up for the Development Watch Newsletter has been added and will be included in future editions.
- **Social media** – the city posts information about area meetings on Nextdoor for nearby neighborhoods. In addition, CPDS and Communications and Community Engagement staff have developed a plan to post calls to sign up for the Development Watch Newsletter several times a year. These will correspond with the development editions of Rockville Reports.
- Within the new Development Review Procedures Manual, a streamlined notice procedure allows applicants to send a postcard for subsequent notices after the first initial mailed packet. This more clearly highlights meeting information to the public while making notices more manageable for applicants.
- **Posting of decisions of Level 1 Site Plans (planned)**. In addition to all of the above notice, staff will begin posting decisions on Level 1 Site Plans (administrative) on the city website to ensure transparency in these decisions. This process will be included in updates to the Development Review Procedures Manual following the ZOR.

Notification Signs

Under the ZOR, the requirement for notification sign is expanded to additional case types such as minor site plan amendments. Staff have developed a new conceptual design for notification signage to include the following:

- Improved overall layout

- Application types and prefixes centrally located
- Larger, more legible font
- Replacing handwritten information with printed
- Adding color to distinguish application types
- QR code and Development Watch reference



Figure 2: Notification Signs (before on left, after on right).Conceptual design subject to change.

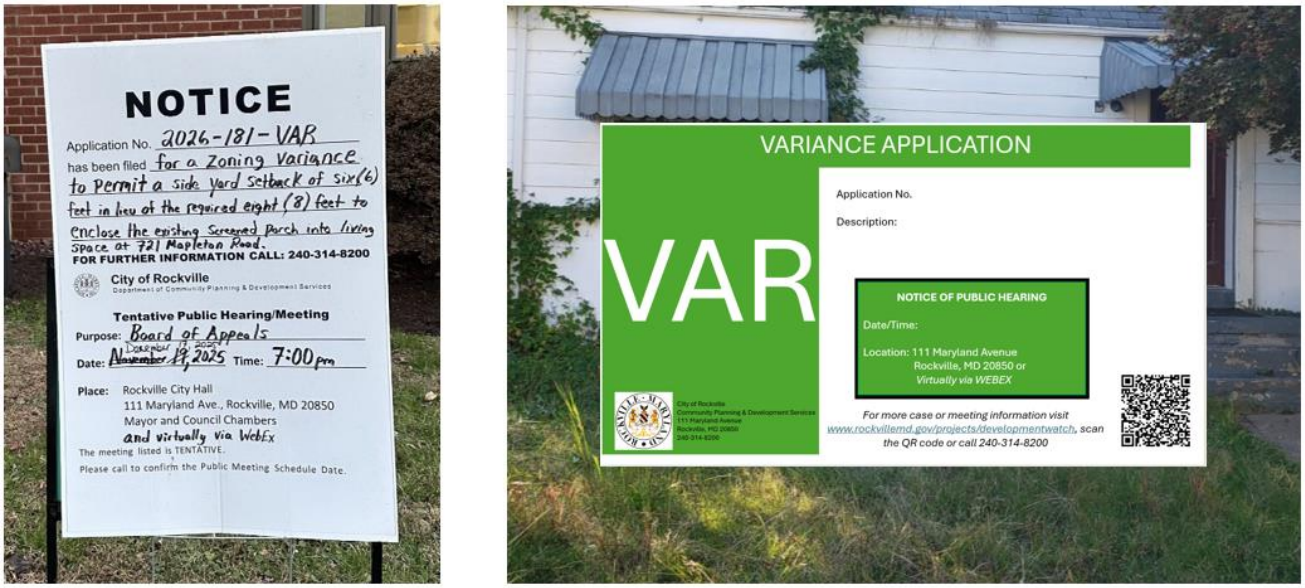


Figure 3: Notification Signs (before on left, after on right).Conceptual design subject to change.

Updates to Guidelines

Purpose

Several guidelines are referenced in the City Code, including: the Forest Conservation Manual, the Landscape, Lighting, and Screening Manual, and the Environmental Guidelines. There are varied reasons for each of these documents requiring an update.

The Forest Conservation Manual serves primarily as a technical guide for administration and adherence to Chapter 10.5 of the City Code, the Forest and Tree Preservation Ordinance (FTPO). With the adoption of amendments made to the FTPO in January 2026, the Forest Conservation Manual must be updated to reflect those changes.

Elements of the Landscape, Lighting, and Screening Manual are being integrated into the Zoning Ordinance through the ZOR, prompting a need to revise and update the remaining material. Specifically, the landscaping and screening portions of the manual will transition into the Zoning Ordinance. With those portions removed, all that will remain are the lighting requirements.

Finally, the Environmental Guidelines is a technical document that establishes a comprehensive and cohesive method to protect the city's existing natural resources during and after the development process. Having been last updated in 1999, there is broad agreement that it should be updated to reflect contemporary best practices. Additionally, more alignment is needed between the guidelines and various other review disciplines, such as, but not limited to Development Review (Forestry), Department of Public Works, (Engineering and Environmental Management) and Recreation and Parks.

Progress

- **Forest Conservation Manual**. The content of the Forest Conservation Manual is currently being updated to reflect changes made to the FTPO. Based on correspondence with applicants, interpretations of various provisions of the FTPO and instructions on its administration are being added to the Manual. A working draft is expected by July 31, 2026, with the final draft to be completed by the end of 2026. A working draft is expected by July 31, 2026, with the final draft to be completed by the end of 2026. Consistent with section 10.5-4(b) of the FTPO, a summary of these revisions will be provided to the Mayor and Council in a written format from the City Manager

- **Landscape, Lighting, and Screening Manual**. Staff have removed the landscaping and screening portions of the manual and revised relevant sections such as the introduction and purpose to reflect the newly created Lighting Manual. Staff do not anticipate any significant changes to the lighting standards.

- **Environmental Guidelines**. The update to the Environmental Guidelines document is in its third of four phases. In the first two phases, a working group reviewed the document to determine what sections would be retained, removed, and reorganized. In the third

and current phase, the working group is populating technical information into the agreed-upon structure. Completion of the third phase will result in a working draft and is expected this summer. The fourth phase will be creation of a polished final document, which is anticipated in late 2026 or early 2027.

Create a One-stop Shop for All Development and Permit Applications

Purpose

Prior to FAST, applications were required to be submitted in a variety of ways – paper, by email, through the city website, or through the City's permitting system. This required applicants to navigate the various ways of submitting and receiving feedback, which made the process confusing and less transparent. It also required staff to navigate multiple systems that did not communicate with each other. Finally, tracking and reporting on applications and processes were limited.

Progress

In 2021, staff identified and procured the MyGovernmentOnline (MGO) permitting system. This online platform allows for application submittal, payment of fees, plan review, permit issuance, and inspections for all permitting and development applications. Having all these applications in a single system has multiple advantages. A customer can access all applications from a single site. The process for submitting and paying fees is consistent across departments and divisions. The customer can track all applications for all projects through the process under a single user account. Finally, the new system has improved reporting capability across all disciplines.

MGO launched for building, trade, and fire permits and licenses in October 2021. Following the launch, staff worked continuously to improve the system for both internal and external users by:

- Clarifying questions on application forms;
- Combining separate applications where possible;
- Implementing features of the system such as automated communication to customers;
- Publishing an online permit map; and
- Incorporating external review agencies such as Montgomery County Health.

To implement these and other improvements, city staff holds weekly work sessions with staff from MGO.

A new modernized customer portal launched in March 2025. A customer survey following the launch of the new portal showed that customers found the new portal to be a significant improvement over the prior version and comparable to systems from other jurisdictions. Development Review applications (site plans, projects plans, etc.) launched in July 2025. Public Works permits (stormwater, sediment control) launched in May 2026.

Although a few items are still in the city's legacy system and are being configured in MGO, all permit and development-related applications are now live in MGO. Archived data will be migrated from the legacy system to MGO, and staff will continue to work with MGO to

implement new improvements such as additional reports to support timeframe tracking, improved digital plan review, and AI tools.

Update Resources for Customers

Purpose

The Development Review Manual provides guidance for the submission and review of development applications under the Zoning Ordinance, giving residents, developers, staff, and other stakeholders a clear overview of application requirements and development review processes and supporting accurate, complete, and timely review. Examples of items addressed in the Manual include required application contents, logistical information on preparing notices and conducting area meetings, additional guidance and clarification on regulatory requirements, and the city's Development Review Committee procedures. Prior to FAST the manual had not been updated in over ten years and contained information that was inaccurate and out of date.

Progress

The manual is being updated in two phases. In March 2026, staff released an updated Development Review Procedures Manual for the first time in over ten years. This revision incorporates new city branding and replaces out-of-date descriptions of processes and terminology. For example, the previous draft did not reflect the new online application process but instead referenced paper applications and required applicants to submit digital material on CD-ROMs. The revision also updated staff titles along with other minor editorial edits. Finally, it incorporated an update to notice procedures to specify that initial notices must contain a packet of information while subsequent notices may be limited to basic project and upcoming meeting information, as recommended in a separate FAST action item.

The second phase of the Development Review Manual update is timed to coincide with the update to the city's Zoning Ordinance and will incorporate any changes necessary due to changes in the Zoning Ordinance. For example, sections on site plans and project plans will be updated to reflect the new streamlined processes; and the Development Review Manual will serve as the primary location for listing all development application submittal requirements. Finally, the document will be reviewed and edited for clarity and useability.

Benchmarking Processes to Other Jurisdictions

Purpose

Feedback from customers as well as preliminary benchmarking indicated that certain processes in Rockville may take longer than in other jurisdictions. As part of FAST 2, staff will benchmark other processes and look for additional efficiencies and best practices. Note that while benchmarking can provide useful information, exact comparisons are rarely possible because of differences in regulations, procedures, and tracking methodology.

Progress

Staff has developed a methodology for this effort and begun research and analysis. Once this is complete, a final report will contain findings and recommended next steps. A brief overview of

the information available to date is provided here, with information from the final report anticipated as part of the final FAST presentation early next year.

The scope of the analysis is to compare Rockville's target review timeframes and actual review timeframes for selected processes to those of other jurisdictions. The processes selected for review include Forestry, Development Review/Planning, Public Works permits (stormwater/sediment control, etc.), and building permits. Four common jurisdictions are used for comparison: Montgomery County, City of Gaithersburg, Prince George's County, and City of Frederick. These were selected for their proximity to Rockville and generally comparable processes. All are within Maryland and subject to the same state laws governing planning and zoning, forestry, stormwater, and building codes. Because these state laws influence and, in some cases, dictate certain processes, more direct process comparisons are possible. Future comparisons to regional or national peers are possible but will require different methodology.

The staff team has compiled Rockville and other jurisdictions' target review timeframes. Preliminary results across processes indicate that Rockville's target review timeframes are generally comparable with the comparison jurisdictions.

However, published review timeframes tell only a part of the story. Acquiring actual review timeframes is much more challenging. Since the transition to MGO, Rockville has begun tracking actual review timeframes for increasingly more processes. For example, for FY 26, initial reviews on building permits were completed within the published timeframes 96% of the time for building plans examiners and 88% of the time for planning reviewers. DPW reports a 90% on-time review rate for reviews on their applications. With the exception of Montgomery County permitting, other jurisdictions do not regularly report these types of actual review timeframes. Rockville staff continue to work with jurisdictions' staff to acquire what data is available on actual review timeframes.

The final benchmarking report will contain all identified timeframes along with recommendations based on these findings to put Rockville at an advantage. Recommendations are likely to include identifying any timeframes that are not competitive with peers, improved tracking of actual timeframes, and reporting on these actual timeframes to make Rockville the most transparent and predictable jurisdiction among the peers. In addition, staff will look at other jurisdictions in the region, such as in northern Virginia, to see what can be learned.

Building Permit Review Process

Purpose

Prior to the launch of FAST 2, some building permit reviews and approvals have been delayed due to significant increases in permit volume. Due to work loads, the "Quick Start" program was no longer offered, and the city did not offer any other expedited program. Some customers had provided feedback that Rockville's processes were longer than other jurisdictions.

Progress

In early 2025, CPDS relaunched the Quick Start program. This program is voluntary and provides an opportunity for certain commercial projects of a limited scope to begin limited construction while their plans are going through the building permit process. This program is available for existing buildings/tenant spaces.

In September 2025, CPDS implemented a pilot program for certain residential projects called Express Permits. This is an online same-day process for eligible permits such as fences, HVAC units and furnaces, and accessory structures (except for accessory dwelling units).

CPDS launched the City's pilot of SolarAPP+, which provides the option for expedited residential solar permits (one day turn-around). The City of Rockville was the second municipality in the State of Maryland to launch a SolarAPP+ pilot, preceded only by our neighbors in Montgomery County.

Local code amendments reduced the requirements for small accessory structures, which allowed for a significant reduction in the review timeframe for these (from 28 down to 3 days).

Although the timing of reviews and approvals have significantly improved, staff still needs to make changes to the process and our internal coordination to consistently meet targeted review times. Staff is now developing additional reporting tools to track other reviews and steps in the process to ensure published timeframes are met.

Staff understands that the city should reinstate a program for expedited reviews for certain applications. Staff believes that the previous "Quick Start" program was limited and rarely used.

In the FY26 budget, Inspection Services (ISD) was approved to hire 2 additional building inspectors and 1 fire inspector to implement the ISD Action Plan for Next-Day inspections. By the end of February, all the vacant positions were filled, and a training program has been implemented for all new inspectors. Assuming staffing levels remain constant, the Next Day inspection program is expected to be implemented for select project types by Q2 of FY27.

Mayor and Council History

In October 2018, the Mayor and Council endorsed the original FAST Project Charter. Other Mayor and Council actions on the first phase of FAST include:

- May 2019: endorsed an updated list of action items.
- November 2019: received presentation on the work plan
- Mayor and Council received subsequent updates by memorandum.

On September 30, 2024, the Mayor and Council held their first work session and provided direction on the second phase of FAST (FAST 2). Following this work session, several action items were revised to reflect the Mayor and Council's direction. Mayor and Council provided direction at the following work sessions:

- March 3, 2025: Mayor and Council expressed general support for streamlining processes. A majority of the Mayor and Council expressed support for recommendations related to project plans and Planned Development amendments but were not comfortable with recommendations related to site plans. They also requested the Planning Commission's feedback on all four items.
- August 4, 2025: received Planning Commission's recommendations and provided direction on the PD amendment and site plan processes and updates to the clarify the residential impact section of the points table in the Zoning Ordinance.

Public Notification and Engagement

In anticipation of launching this next phase of FAST, staff engaged external customers through a survey and a listening session and met and received feedback from both REDI and the Chamber of Commerce.

Next Steps

The upcoming adoption of the Zoning Ordinance Rewrite will implement eleven FAST action items. Several additional action items are planned to come before Mayor and Council for introduction, including updates to the CTR and Chapter 21 this summer, and updates to the Environmental Guidelines later this year. Completion of some items may extend beyond the end of the year, which is the target final date for FAST 2. The FAST working group is aiming to complete the remaining action items by the end of the year.

Attachments

Attachment 1 - Plan Progress Report, Attachment 2 - FAST 2 Presentation 6-8

Plan progress report

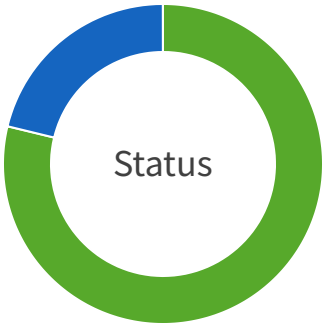
FAST Phase 2

Current Reporting Date: May 01, 2026 - May 31, 2026

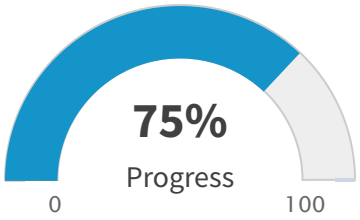
Report Created On: May 21, 2026

9	17	33
Topic Area	Strategy	Action Items

Overall Summary



	%
On Track	79
Completed	21



Report Legend **Priority** No Update Overdue

Topic Area 1 Progress 88%

Revise code requirements to streamline processes

Owner: John Foreman

Strategy: 2 | Action Items: 8



	%	#
On Track	100	8

Strategy 1.1 Progress 91%

Streamline processes through the Zoning Ordinance Rewrite (ZOR)

Owner: John Foreman

ZOR

Action Items: 7



	%	#
On Track	100	7

Description

For all processes, consider changes to the approving authority where a different body or process could ensure that all requirements are met while red ucing time, cost, and risk.

Action Items 1.1.1

Oct 02, 2024 - Jul 31, 2026 | On Track | Progress 95%

Streamline site plan approval process

Owner: John Foreman

Cloned as Action Item 1.8.6 (Rockville Housing Strategies) and Action Item 1.4.6 (Rockville Housing Strategies)

ZOR

Update provided by Holly Simmons on May 21, 2026 16:43:19

This is included in Article 4 (Development Applications, Permits, and Procedures) of the Revised Staff Draft Zoning Ordinance, which was published on April 20, 2026.

The Mayor and Council's review of the Staff Draft Zoning Ordinance and zoning map is being conducted from April to June of 2026, including six public hearings and four work sessions. A Final Staff Draft Zoning Ordinance is planned to be published on June 15. A new Zoning Ordinance and zoning map are planned to be adopted on June 29, 2026.

Action Items 1.1.2

Oct 01, 2024 - Jul 31, 2026 | On Track | Progress 95%

Streamline project plan approval process

Owner: John Foreman

Cloned as Action Item 1.4.7 (Rockville Housing Strategies) and Action Item 1.8.7 (Rockville Housing Strategies)

ZOR

Update provided by Holly Simmons on May 21, 2026 16:43:41

This is included in Article 4 (Development Applications, Permits, and Procedures) of the Revised Staff Draft Zoning Ordinance, which was published on April 20, 2026.

The Mayor and Council's review of the Staff Draft Zoning Ordinance and zoning map is being conducted from April to June of 2026, including six public hearings and four work sessions. A Final Staff Draft Zoning Ordinance is planned to be published on June 15. A new Zoning Ordinance and zoning map are planned to be adopted on June 29, 2026.

Action Items 1.1.3

Oct 01, 2024 - Jul 31, 2026 | On Track | Progress 95%

Streamline Planned Development (PD) Amendment process

Owner: John Foreman

Cloned as Action Item 1.4.8 (Rockville Housing Strategies) and Action Item 1.8.8 (Rockville Housing Strategies)

ZOR

Update provided by Holly Simmons on May 21, 2026 16:44:18

This is included in Article 4 (Development Applications, Permits, and Procedures) of the Revised Staff Draft Zoning Ordinance, which was published on April 20, 2026.

The Mayor and Council's review of the Staff Draft Zoning Ordinance and zoning map is being conducted from April to June of 2026, including six public hearings and four work sessions. A Final Staff Draft Zoning Ordinance is planned to be published on June 15. A new Zoning Ordinance and zoning map are planned to be adopted on June 29, 2026.

Action Items 1.1.4

Oct 01, 2024 - Jul 31, 2026 | On Track | Progress 65%

Streamline change of use/minor site plan amendment process.

Allow certain changes of use such as changes to similar commercial uses or changes from higher impact uses to lower impact uses to be processed through the Occupancy Permit process without triggering a site plan amendment. This action would significantly reduce the requirements for certain changes of use that do not produce the need for improvements on the site.

Owner: John Foreman

ZOR

Update provided by John Foreman on May 21, 2026 17:13:36

This is included in Article 4 (Development Applications, Permits, and Procedures) of the Revised Staff Draft Zoning Ordinance, which was published on April 20, 2026.

The Mayor and Council's review of the Staff Draft Zoning Ordinance and zoning map is being conducted from April to June of 2026, including six public hearings and four work sessions. A Final Staff Draft Zoning Ordinance is planned to be published on June 15. A new Zoning Ordinance and zoning map are planned to be adopted on June 29, 2026.

Updates to the OCC and TEN permits have been added to the 2026 MGO work plan to allow for water/sewer review that was previously done on site plans. Next steps on transportation items will be coordinated with CTR updates.

Action Items 1.1.5

May 30, 2024 - Jul 31, 2026 | On Track | Progress 95%

Streamline subdivision plat process.

Allow the Planning Commission to delegate final plat approval to an administrative officer as allowed by state law.

Owner: Holly Simmons

Cloned as Action Item 1.8.9 (Rockville Housing Strategies) and Action Item 1.4.9 (Rockville Housing Strategies)

ZOR

Update provided by Holly Simmons on May 21, 2026 16:44:44

This is included in Article 12 (Subdivision and Plats) of the Revised Staff Draft Zoning Ordinance, which was published on April 20, 2026.

The Mayor and Council's review of the Staff Draft Zoning Ordinance and zoning map is being conducted from April to June of 2026, including six public hearings and four work sessions. A Final Staff Draft Zoning Ordinance is planned to be published on June 15. A new Zoning Ordinance and zoning map are planned to be adopted on June 29, 2026.

Action Items 1.1.6

Sep 30, 2024 - Jul 31, 2026 | On Track | Progress 95%

As identified in the Historic Resources Work Plan, review and add an Administrative Level Certificate of Approval (COA) into Chapter 25. Assess Historic District Commission applications and develop a proposed list of Administrative or Staff-Level Approvals.

Owner: Katie Gerbes

Cloned as Action Item 1.8.10 (Rockville Housing Strategies) and Action Item 1.4.10 (Rockville Housing Strategies)

ZOR

Update provided by Holly Simmons on May 21, 2026 16:45:22

This is included in Article 11 (Historic Preservation) of the Revised Staff Draft Zoning Ordinance, which was published on April 20, 2026.

The Mayor and Council's review of the Staff Draft Zoning Ordinance and zoning map is being conducted from April to June of 2026, including six public hearings and four work sessions. A Final Staff Draft Zoning Ordinance is planned to be published on June 15. A new Zoning Ordinance and zoning map are planned to be adopted on June 29, 2026.

Action Items 1.1.7

Sep 30, 2024 - Jul 31, 2026 | On Track | Progress 95%

Convert most special exceptions to conditional uses to yield a shorter, less costly process.

Owner: Holly Simmons

Cloned as Action Item 1.8.11 (Rockville Housing Strategies) and Action Item 1.4.11 (Rockville Housing Strategies)

ZOR

Update provided by Holly Simmons on May 21, 2026 16:46:01

This is included in Article 6 (Uses & Use Standards) of the Revised Staff Draft Zoning Ordinance, which was published on April 20, 2026.

The Mayor and Council's review of the Staff Draft Zoning Ordinance and zoning map is being conducted from April to June of 2026, including six public hearings and four work sessions. A Final Staff Draft Zoning Ordinance is planned to be published on June 15. A new Zoning Ordinance and zoning map are planned to be adopted on June 29, 2026.

Strategy 1.2 Progress 70%

Streamline processes in Chapter 21 of the City Code (Road Code)



	%	#
On Track	100	1

Owner: Sean Murphy

Action Items: 1

Description

Chapter 21 (Streets, Roads, Rights-of-Way, and Public Improvements) – allow staff additional flexibility by further delegating more common approvals to the Director for efficiencies and to approve some waivers based upon criteria.

Update provided by Sean Murphy on Feb 14, 2025 14:37:26

Staff is drafting code amendments and conferring across departments.

Action Items 1.2.1

Jan 01, 2022 - Sep 30, 2026 | On Track | Progress 70%

Chapter 21 (Streets, Roads, Rights-of-Way, and Public Improvements) – allow staff additional flexibility by further delegating more common approvals to the Director for efficiencies and to approve some waivers based upon criteria.

Owner: Sean Murphy

DPW Assigned Items

Update provided by Sean Murphy on May 18, 2026 20:40:31

A draft of code amendments has been completed and shared with other departments for input and legal review. To initiate the adoption process, an introduction of the ordinance and worksession with Mayor and Council is being scheduled for Summer 2026.

Topic Area 2 Progress 95%

Streamline public meetings through the ZOR

Owner: John Foreman

Strategy: 1 | Action Items: 1



	%	#
On Track	100	1

Strategy 2.1 Progress 95%

Streamline public meetings through the ZOR

Owner: Holly Simmons

ZOR

Action Items: 1



	%	#
On Track	100	1

Description

Streamline the process by combining the preapplication and postapplication area meetings into a single meeting with the neighborhood.

Action Items 2.1.1

Sep 30, 2024 - Jul 31, 2026 | On Track | Progress 95%

Streamline the process by combining the preapplication and postapplication area meetings into a single meeting with the neighborhood.

Owner: Holly Simmons

Cloned as Action Item 1.8.12 (Rockville Housing Strategies)

ZOR

Update provided by Holly Simmons on May 21, 2026 16:46:41

This is included in Article 3 (Administration) and Article 4 (Development Applications, Permits, and Procedures) of the Revised Staff Draft Zoning Ordinance, which was published on April 20, 2026.

The Mayor and Council's review of the Staff Draft Zoning Ordinance and zoning map is being conducted from April to June of 2026, including six public hearings and four work sessions. A Final Staff Draft Zoning Ordinance is planned to be published on June 15. A new Zoning Ordinance and zoning map are planned to be adopted on June 29, 2026.

Topic Area 3

Progress 96%

Use a variety of tools to ensure public notification of development projects

Owner: John Foreman

Strategy: 4 | Action Items: 5



	%	#
On Track	40	2
Completed	60	3

Strategy 3.1

Progress 95%

Ensure mailed notice requirements remain in the ZOR

Owner: John Foreman

ZOR

Action Items: 1



	%	#
On Track	100	1

Description

Require mailed notification for area meetings and public hearings before the Planning Commission and Mayor and Council.

Action Items 3.1.1

Sep 30, 2024 - Jul 31, 2026 | On Track | Progress 95%

Require mailed notification for area meetings and public hearings before the Planning Commission and Mayor and Council.

Owner: Holly Simmons

ZOR

Update provided by Holly Simmons on May 21, 2026 16:47:09

This is included in Article 3 (Administration) and Article 4 (Development Applications, Permits, and Procedures) of the Revised Staff Draft Zoning Ordinance, which was published on April 20, 2026.

The Mayor and Council's review of the Staff Draft Zoning Ordinance and zoning map is being conducted from April to June of 2026, including six public hearings and four work sessions. A Final Staff Draft Zoning Ordinance is planned to be published on June 15. A new Zoning Ordinance and zoning map are planned to be adopted on June 29, 2026.

Strategy 3.2

Progress 100%

Develop an option for postcard notices

Owner: John Foreman

Action Items: 1



	%	#
Completed	100	1

Description

Continue to provide the initial packet of information for public notice on applications while limiting subsequent mailings to postcards.

Action Items 3.2.1

Jan 02, 2025 - Jul 01, 2025 | Completed | Progress 100%

Continue to provide the initial packet of information for public notice on applications while limiting subsequent mailings to postcards.

Owner: Kimia Zolfagharian

Update provided by Kimia Zolfagharian on Aug 31, 2025 04:00:01

Postcard is ready to be used and has been implemented in the Development Review Manual.

Strategy 3.3

Progress 100%

Improve online notification outreach

Owner: Tyree Dodson

Action Items: 2



	%	#
Completed	100	2

Description
Encourage residents to sign up for online notification or through social media for those who want to do so.

Action Items 3.3.1

Mar 03, 2025 - Feb 27, 2026 | Completed | Progress 100%

Improve our notifications of public meetings on the city's webpage by creating a central location for all notices.

Owner: Tyree Dodson

Update provided by Tyree Dodson on Mar 31, 2026 04:00:01

Area meeting has been posted to the website under the new "Development Review" tag on the city calendar. The upcoming Planning Commission meeting was also flagged with this tag. Future development meetings will be added to the calendar and tagged to show when using this filter.

The communications Manager has also added a "View Upcoming Meetings" button to the Development Watch webpage that will link directly to the calendar filtered to "Development Review" items.

The "notify subscribers" option is also available to share updates regarding these calendar additions/edits.

Action Items 3.3.2

Mar 03, 2025 - Feb 27, 2026 | Completed | Progress 100%

Encourage residents to sign up for online notification or through social media for those who want to do so.

Owner: Tyree Dodson

Update provided by Tyree Dodson on Mar 31, 2026 04:00:01

Reoccurring announcements are scheduled to be sent notifying the public to sign up for development watch at the same time the development watch updates are sent with Rockville Reports.

A temporary sign has been posted at the CPDS front counter with information advising customers to sign-up for the Development Watch Newsletter updates.

The "Sign Up for Meeting Alerts" page has been updated to show specific meeting categories that allow the user to subscribe to certain groups for updates.

Strategy 3.4 Progress 85%

Improve the notice sign

Owner: Mercedes Delgado

Action Items: 1



Description
Improve the appearance and legibility of the posted notice sign.

Action Items 3.4.1

Sep 01, 2025 - Jul 31, 2026 | On Track | Progress 85%

Improve posting sign requirements.

Owner: Mercedes Delgado

Update provided by Mercedes Delgado on May 20, 2026 20:48:10

Mock up full size printouts of the proposed signs (one commercial and one residential sign type) were displayed for other staff members to provide input on designs.

All sign design templates are being sent to the City's Graphic Department for review and final design editing to include margin adjustments, spacing and scaling of language on the proposed sign design templates along with any other recommendations made by the department. Graphics has indicated the final templates may take up to two (2) weeks for completion from the date of submission.

Topic Area 4 Progress 74%

Benchmark timeframes to other jurisdictions to ensure Rockville is competitive.

Owner: John Foreman

Strategy: 1 | Action Items: 4



Strategy 4.1 Progress 74%

Compare Rockville's target and actual review timeframes to those of select other jurisdictions.

Owner: Shaun Ryan

Action Items: 4



Description

Benchmark key processes to similar processes from other jurisdictions to match or exceed best practices. In addition to benchmarking, examining oth er jurisdictions' processes provides an opportunity to identify and implement best practices.

Update provided by Shaun Ryan on Jan 31, 2026 05:00:01

Sent reminder email for 2/27/26 1st draft review deadline for report.

Action Items 4.1.1

Feb 13, 2025 - Oct 30, 2026 | On Track | Progress 70%

Benchmark Planning Processes

Owner: Nelson Ortiz

Update provided by Nelson Ortiz on May 19, 2026 14:57:11

Work continues on drafting the Benchmarking report for completion later this year.

Action Items 4.1.2

Feb 13, 2025 - Oct 30, 2026 | On Track | Progress 56%

Benchmark Building Permits

Owner: Chris Dempwolf

Update provided by Chris Dempwolf on Mar 31, 2026 04:00:01

Benchmarking team is working on drafting a report of findings and recommendations.

Action Items 4.1.3

Feb 13, 2025 - Oct 30, 2026 | On Track | Progress 70%

Benchmark Department of Public Works (DPW) Permits

Owner: James Lapping

DPW Assigned Items

Update provided by James Lapping on Apr 30, 2026 04:00:01

No change. Waiting for other departments to draft their narratives.

Action Items 4.1.4

Feb 13, 2025 - Oct 30, 2026 | On Track | Progress 98%

Benchmark Forestry applications

Owner: Anthony Mazza

Update provided by Shaun Ryan on May 21, 2026 17:37:51

Draft benchmark materials completed and entered into the draft report authored by Shaun Ryan. Latest comments addressed; no comments outstanding.

Topic Area 5

Progress 60%

Update the Comprehensive Transportation Review (CTR) to clarify thresholds and requirements

Owner: John Foreman

Strategy: 1 | Action Items: 2



	%	#
On Track	100	2

Strategy 5.1

Progress 60%

CTR Updates

Owner: Bryan Barnett-Woods

Action Items: 2



	%	#
On Track	100	2

Description

Clarify the transportation report requirements for all types of projects through the CTR.

Action Items 5.1.1

Apr 01, 2025 - Dec 31, 2026 | On Track | Progress 60%

Develop new thresholds for transportation report requirements through the CTR, allowing for de minimis cases where qualifying small or minor projects would be exempt from the requirement of submitting a transportation report.

Owner: Bryan Barnett-Woods

DPW Assigned Items

Update provided by Bryan Barnett-Woods on May 20, 2026 19:22:32

The Traffic and Transportation Division has completed a draft CTR update. This update includes new development thresholds to determine which projects are required to submit a transportation report and related requirements to address/mitigate traffic impacts from development. The update also includes changes to thresholds for Transportation Improvements Fees as well as new exemptions.

Staff has completed the initial review and has shared the document with CPDS staff. An introduction of the CTR updates is tentatively scheduled for a Mayor and Council session in July 2026.

Action Items 5.1.2

Apr 01, 2025 - Dec 31, 2026 | On Track | Progress 60%

Clarify the transportation report requirements for all types of projects through the Comprehensive Transportation Review (CTR).

Owner: Bryan Barnett-Woods

Cloned as Action Item 1.8.13 (Rockville Housing Strategies)

DPW Assigned Items

Update provided by Bryan Barnett-Woods on May 20, 2026 19:22:55

The Traffic and Transportation Division has completed a draft CTR update. This update includes new development thresholds to determine which projects are required to submit a transportation report and related requirements to address/mitigate traffic impacts from development. The update also includes changes to thresholds for Transportation Improvements Fees as well as new exemptions.

Staff has completed the initial review and has shared the document with CPDS staff. An introduction of the CTR updates is tentatively scheduled for a Mayor and Council session in July 2026.

Topic Area 6

Progress 53%

Update various guidelines associated with development

Owner: John Foreman

Strategy: 1 | Action Items: 3



	%	#
On Track	100	3

Strategy 6.1

Progress 53%

Incorporate guidelines as requirements into relevant sections of City code, as appropriate. Where guidelines will remain and not be codified, update the guidelines.

Owner: John Foreman

Action Items: 3



	%	#
On Track	100	3

Description

Incorporate guidelines as requirements into relevant sections of City code, as appropriate.

Action Items 6.1.1

Oct 01, 2025 - Dec 31, 2026 | On Track | Progress 51%

Update the Forest Conservation Manual following the adoption of revisions to the Forest and Tree Preservation Ordinance.

Owner: Anthony Mazza

Update provided by Anthony Mazza on May 20, 2026 20:39:51

The content of the Forest Conservation Manual is currently being reviewed and edited. A working draft is slated for end of July and a polished version by end of year.

Action Items 6.1.2

Oct 01, 2024 - Dec 31, 2026 | On Track | Progress 68%

Update Environmental Guidelines by determining what elements of the guidelines should be removed and included in other locations (ZOR or elsewhere) and what elements should be updated and/or remain in the guidelines.

Owner: Anthony Mazza

ZOR

Update provided by Anthony Mazza on May 20, 2026 20:41:07

Our working group is slated to have a completed working draft, including all technical information included and reviewed, by July 31. A polished version presented for publication is slated for end of the year.

Action Items 6.1.3

Nov 04, 2024 - Sep 30, 2026 | On Track | Progress 40%

Update Landscape, Lighting, and Screening Manual by codifying certain requirements in the ZOR and revising remaining requirements that will remain in the updated manual.

Owner: Shaun Ryan

ZOR

Update provided by Shaun Ryan on May 20, 2026 20:10:31

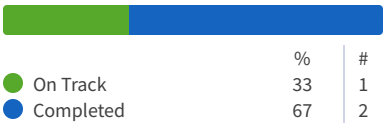
Met with zoning staff to discuss the drafted lighting manual and the path toward approval.

Topic Area 7 Progress 97%

Create a virtual One-Stop Shop, where customers can submit all applications associated with development and permitting.

Owner: John Foreman

Strategy: 2 | Action Items: 3



	%	#
On Track	33	1
Completed	67	2

Strategy 7.1 Progress 95%

Set up and launch the virtual One-Stop Shop

Owner: Kelly Mendelsohn

Action Items: 2



	%	#
On Track	50	1
Completed	50	1

Description

Complete virtual One-Stop Shop by including all development and permitting applications in a comprehensive system.

Action Items 7.1.1

Nov 01, 2024 - May 30, 2025 | Completed | Progress 100%

Configure and launch development review (planning) applications in city's online system.

Owner: Kelly Mendelsohn

Cloned as Action Item 1.8.14 (Rockville Housing Strategies)

Update provided by Kelly Mendelsohn on Aug 31, 2025 04:00:01

All Planning applications/requirement sets have been created and in MGOC. We went live with everything 7/1.

Action Items 7.1.2

Jul 03, 2024 - Jun 30, 2026 | On Track | Progress 90%

Set up Public Works applications in the online system, including utility permits, stormwater, sediment control, and other public works permits.

Owner: Kelly Mendelsohn

Cloned as Action Item 1.8.15 (Rockville Housing Strategies)

DPW Assigned Items

Update provided by Kelly Mendelsohn on May 21, 2026 17:33:53

We have gone live with the remaining DPW applications. Continuing to make improvements to processes.

Strategy 7.2 Progress 100%

Application streamlining

Owner: John Foreman

Action Items: 1



	%	#
Completed	100	1

Description

Where possible, streamline the process by combining separate applications and fees.

Action Items 7.2.1

Oct 01, 2024 - Mar 31, 2026 | Completed | Progress 100%

Where possible, streamline the process by combining separate applications and fees.

Owner: John Foreman

Cloned as Action Item 1.8.16 (Rockville Housing Strategies)

Update provided by John Foreman on May 20, 2026 13:30:41

Along with progress toward several other action items, this item has been completed. Examples of combining previously separate processes include:

- Incorporating CTR scoping intake form and fees into site plan and project plan applications through MGO;
- Incorporating the occupancy permit into the building permit process (was previously a standalone permit requiring separate application);
- After adoption of revisions to the FTPO, combining the review of the tree save plan with the review of individual single-family permit;
- including Montgomery County Health review directly into MGO; and
- combining various previously separate checklists into one consolidated document per process

Although this item is marked complete this will be an ongoing effort. Staff will look for opportunities to streamline and reduce the need for separate applications where possible to improve the customer experience.

Topic Area 8

Progress 50%

Update and provide additional resources for customers

Owner: John Foreman

Strategy: 2 | Action Items: 3



	%	#
On Track	67	2
Completed	33	1

Strategy 8.1

Progress 58%

Update the Development Review Procedures Manual

Owner: John Foreman

Action Items: 2



	%	#
On Track	50	1
Completed	50	1

Description

Update guidance documents such as the Development Review Procedures Guide and application checklists. Update the City’s website to make this inf ormation more accessible.

Action Items 8.1.1

Jan 02, 2024 - Feb 27, 2026 | Completed | Progress 100%

Perform minor updates to the Development Review Procedures Manual in advance of the ZOR.

Owner: Nelson Ortiz

Update provided by Nelson Ortiz on Mar 31, 2026 04:00:01

The Development Review Manual update is completed and available on the City's website or upon request.

Action Items 8.1.2

Mar 02, 2026 - Oct 30, 2026 | On Track | Progress 15%

Perform extensive updates to the Development Review Procedures Manual along with and following adoption of the ZOR.

Owner: Nelson Ortiz

Update provided by Nelson Ortiz on May 19, 2026 14:36:09

Currently reviewing ZOR draft and notating potential updates to the Development Review Manual.

Strategy 8.2

Progress 35%

Provide the public online access to approved documents where possible.

Owner: Christopher Davis

Action Items: 1



	%	#
On Track	100	1

Description

Post information such as approved site plans, use permits, and other information online for the public to access.

Action Items 8.2.1

Jul 01, 2025 - Aug 31, 2026 | On Track | Progress 35%

Post information such as approved site plans, use permits, and other information online for the public to access. Currently preparing strategy for posting development approval information online. Key decisions include determining appropriate information (approved plans, decision letters, etc.), appropriate posting web location (Development Watch, separate webpage, etc.) and order of posting information (chronological, location, level of review, etc.).

Owner: Christopher Davis

Update provided by Christopher Davis on May 11, 2026 19:45:26

Staff has developed framework for digital approval files and is working towards establishing full setup of online web map. Testing and further configuration are still to come.

Topic Area 9 Progress 44%

Building permit review process improvements

Owner: John Foreman

Strategy: 3 | Action Items: 4



	%	#
On Track	75	3
Completed	25	1

Strategy 9.1 Progress 33%

Permit Review Performance Measurement

Owner: Kina Campbell

Action Items: 1



	%	#
On Track	100	1

Description

Consistently meet published review targets.

Update provided by Kina Campbell on Jan 31, 2026 05:00:01

Staff is continuing to work with MGO to review the available reports and building out new reports.

Action Items 9.1.1

Mar 01, 2025 - May 29, 2026 | On Track | Progress 33%

Ensure all reviewers consistently meet timeframes, including those in other departments

Owner: John Foreman

Cloned from Action Item 5.1.1.8 (Mayor & Council Initiatives)

Description Details

Work with all sections such as Development Review, Forestry, DPW Engineering, Traffic and Transportation, and any others to roll out reports that show if timeframes are met. Develop mutually agreeable methods to track and ensure timeframes are met.

Lead Department

CPDS

Support Department(s)

DPW

Update provided by Chris Dempwolf on May 12, 2026 14:01:01

Building plans examiners remain at 96% of initial reviews completed in timeframes for FY26-to-date. Other sections are exploring MGO performance reports to work on uniform reporting of review performance.

Tracking reports have been updated to provide additional data to better track deadlines.

Strategy 9.2 Progress 20%

Permit Review Process Comparison

Owner: Kina Campbell

Action Items: 1



	%	#
On Track	100	1

Description

Ensure we are on par or faster than neighboring municipalities building permit process.

Update provided by Kina Campbell on Jan 31, 2026 05:00:01

Staff is continuing to work with MGO to review the available reports and building out new reports. In addition, the initial pilot period for the Express Permit Program has ended. The pilot program will be extended thru the Spring to collect more data on its use and effectiveness.

Action Items 9.2.1

Mar 01, 2025 - Jun 30, 2026 | On Track | Progress 20%

Ensure we are on par or faster than neighboring municipalities building permit process.

Owner: Kina Campbell

Cloned as Action Item 1.8.18 (Rockville Housing Strategies)

Update provided by Kina Campbell on Jan 31, 2026 05:00:01

Staff is continuing to work with MGO to review the available reports and building out new reports.

Strategy 9.3 Progress 62%

Permit Review Timeframe Reductions

Owner: John Foreman

Action Items: 2



Description

Build on the current expedited process for residential sheds and fences, which are currently reviewed by CPDS within 3 days of submittal.

Action Items 9.3.1

Jan 04, 2025 - Jul 01, 2026 | On Track | Progress 23%

Reduce review timeframes for Inspection Services Division (ISD) reviewed permits

Owner: Chris Dempwolf

Cloned from Action Item 5.1.1.3 (Mayor & Council Initiatives)

Description Details

Research industry best practices and standards to create a prog ram to streamline and reduce the review timeframes for permit s reviewed by ISD. First, we must move over to MGOC. Permits r eviewed by outside depts. not involved.

Lead Department

CPDS

Support Department(s)

DPW

Update provided by Chris Dempwolf on May 12, 2026 14:01:52

The critical action items supporting this item (5.1.1.5, 5.1.1.7, 5.1.1.8) are progressing, and will provide a clear picture of how frequently existing timeframes are met for all sections and review types. This will inform whether there are sufficient resources to effectively reduce timeframes and remain consistent.

Building plans review is capable of maintaining the current review timeframes and delivering on those timeframes around 97% of the time. That said, there are already a number of permit types that should be reviewed but are not. Staff has been working towards establishing consistency first before expanding review to cover standalone trades permits. To reduce timeframes further while providing quality and consistent service, additional resources are necessary. If maintaining consistency and quality is a priority, the timeframes cannot be further reduced with current capacity.

The data suggests that with current staff and average workload:

- Timelines reduced by 5 business days would result in less than 80% of plans reviewed in timeframes
- Timelines reduced by 10 business days would result in less than 55% of plans reviewed in timeframes

Limited benchmarking against other jurisdictions has shown that Rockville is within +/- one week of most published timeframes for building permit reviews, and our consistency measures higher when compared to jurisdictions that track and provide these metrics.

Action Items 9.3.2

Mar 01, 2025 - Sep 02, 2025 | Completed | Progress 100%

Reduce review timeframes for certain permits subject only to zoning review - such as shed <200, fences, mechanical applications that include HVAC, & Generator.

Owner: Nicole Walters

Cloned from Action Item 5.1.1.2 (Mayor & Council Initiatives)

Description Details
A reduced timeframe will help customers get their permits soon
er.

Lead Department
CPDS

Update provided by Nicole Walters on Sep 02, 2025 16:58:01

The pilot is live.

FAST 2 Development Review and Permitting Improvements

Work Session

June 8, 2026

City of Rockville
Community Planning & Development Services

Work Session Outline

- Background
- Estimated Time Savings
- Transportation/Right of Way Process Streamlining
- Notification Improvements
- Updates to Guidelines
- One-Stop Shop
- Updating Customer Resources
- Benchmarking
- Building Permit Process
- Next Steps

Background

FAST (Faster, Accountable, Smarter, Transparent) Initiative:

- Launched in 2018
- Phase 1 completed in 2024. Key changes:
  - Online application and payment
  - Digital plan review
  - Customer Bill of Rights created
  - Single-family building permitting process streamlined
  - Development Review Committee (DRC) process improvements
- Phase 2 launched September 2024
  - Streamlining to facilitate housing and economic development
  - Improve customer experience
  - 9 topic areas, 33 action items
  - Target completion December 2026

Estimated Time Savings

FASTer Processes

- Estimated time savings (following ZOR adoption)
  - Project Plans - achievable within six months. Currently cases average 1.5 years
  - Site plans from Level 2 to Level 1 - 6-8 week savings
  - Minor subdivision plats - 4-6 week savings
  - Administrative historic preservation cases - 4-6 week savings
  - Small accessory building permits - from 28-day review to 3*
  - DPW permitting for major projects - 4 week savings*
  - Administrative Right-of-Way agreements - 4-6 week savings
  - Tree Save Plans for single dwelling units – 12+ week savings*

*Currently in effect

Transportation/Right of Way Process Streamlining

Transportation/ROW Process Updates

- Chapter 21 (Road Code)
  - Streamline development by authorizing DPW Director to
    - Approve common or minor waivers to road standards, other than ROW width
    - Approve typical encroachments into ROW for items such as awnings, signs, outdoor dining and seating, EV charging and minor improvements for single-family homes
  - Staff are considering limited balcony encroachments into the ROW
  - Streamline development by authorizing City Manager to
    - Approve typical ROW Agreements, Easements, and road classifications
- Comprehensive Transportation Review (CTR)
  - Eliminate transportation report where the transportation impact is not significant
  - Exemption of MPDUs from paying transportation improvement fees
- Introduction of Ch. 21 & CTR amendments upcoming July 2026

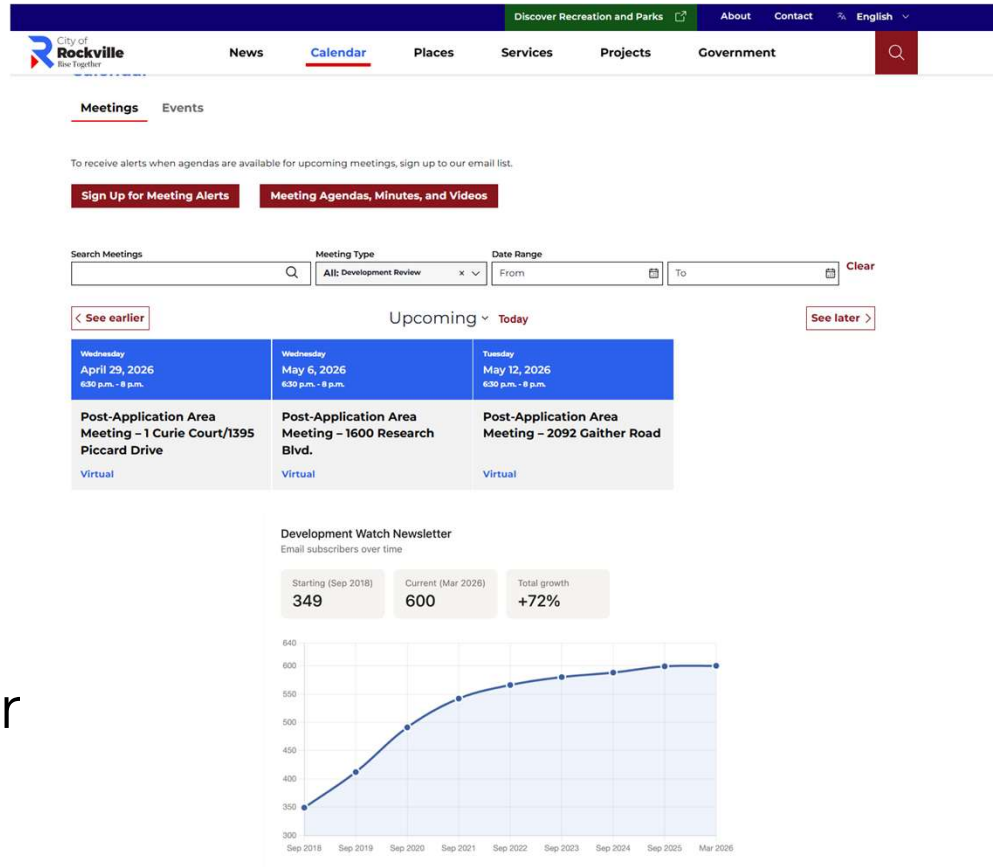
Notification Improvements

Required Notification

- Mailed (generally 500 - 1,500 feet)
  - Other jurisdictions:
    - Montgomery County – abutting and confronting
    - Gaithersburg – 200 feet
  - Remaining in the ZOR
- Application signs on subject property
- Notice of decision to parties of record
- Electronic notice (Project Plans and Site Plans)
  - HOAs/civic associations
  - Planning Commission
  - Mayor and Council

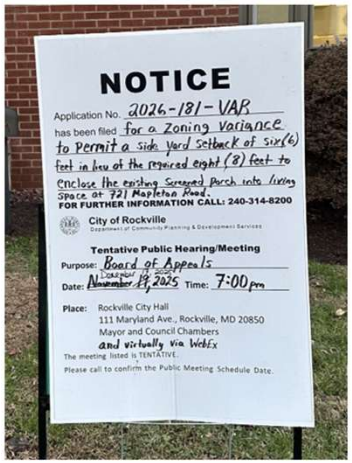
Additional Notification

- Development Watch Website and Map
  - 5,000+ views
  - Improved statuses
- Development Watch Newsletter
  - 600 subscribers
- City Website
  - *Development Review Meeting* page on Calendar and Development Watch
- Social Media

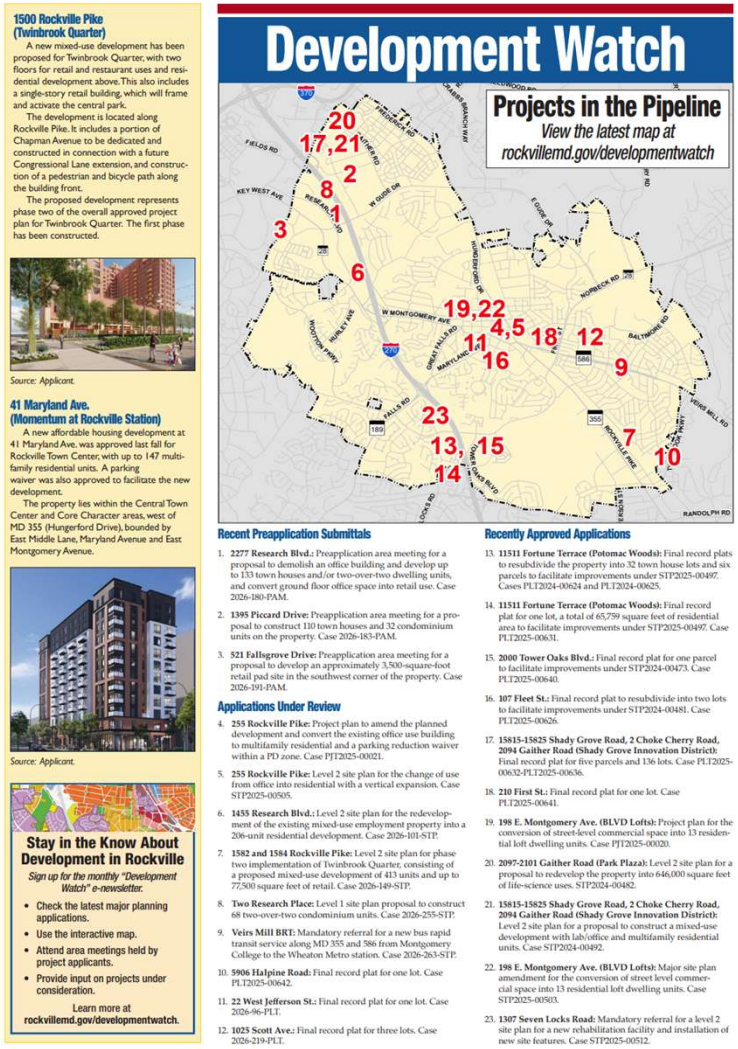


Additional Notification

- Rockville Reports – biannual development section
- Improving signage
  - Larger text, color, QR code, printed not handwritten







Updates to Guidelines

Updates to Guidelines

- Staff updating various guidelines for clarity, accuracy, and to reflect current codes
- Environmental Guidelines
  - Last updated in 1999
  - Some standards moved to Zoning Ordinance
  - Additional updates needed
    - Reflect modern best practices
    - Align with other disciplines
    - Clarify

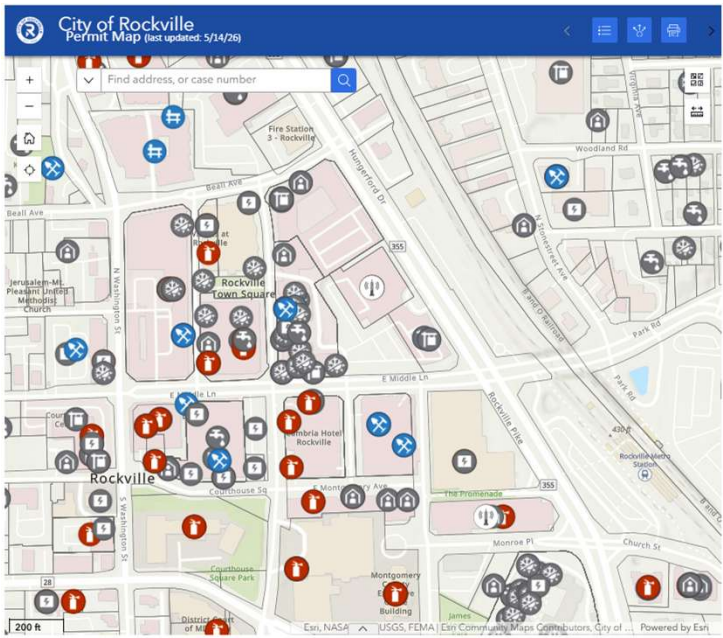
One-stop Shop

One-stop Shop

- Goal: create a consistent customer experience across processes and divisions/departments
- MyGovernmentOnline (MGO)
  - Single system for all development and permit applications
  - Application submittal, payment of fees, plan review, permit issuance, and inspections

One-stop Shop

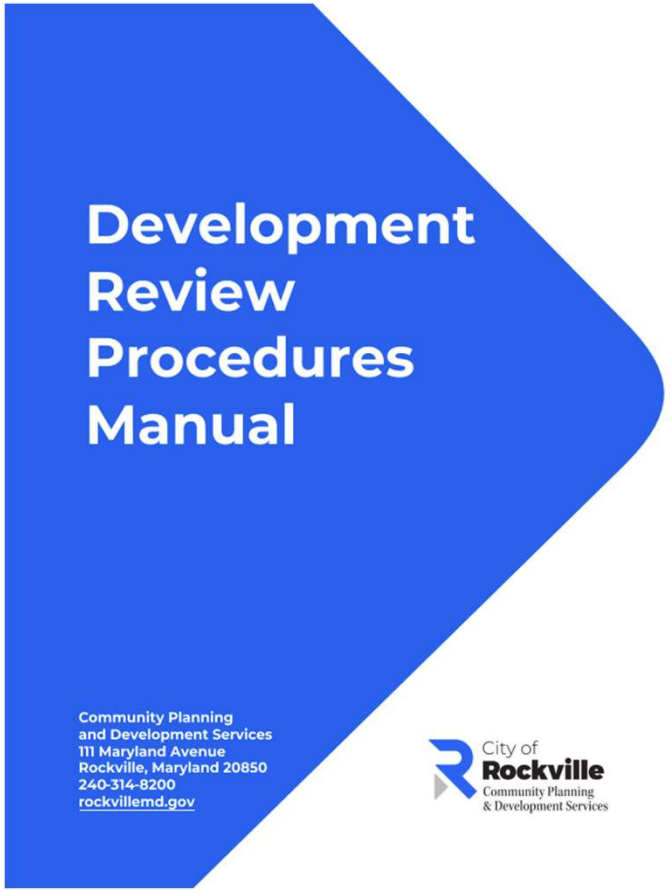
- MGO timeline
  - 2021 – permit go live. Improvements since:
    - Clarified questions on application forms
    - Combined separate applications
    - Automated communication to customers
    - Published online permit map
    - Incorporated external review agencies such as Montgomery County Health
  - March 2025 – new customer portal
  - July 2025 – launched planning applications
  - May 2026 – launched DPW applications
- Coming next: historic data migration, additional reports, AI tools, improved digital plan review



Update Customer Resources

Development Review Manual

- Intended for applicants, residents, staff and other stakeholders
- Provides guidance on items such as:
  - Application contents
  - Procedures for notices and area meetings
  - Clarification on regulations
  - DRC procedures

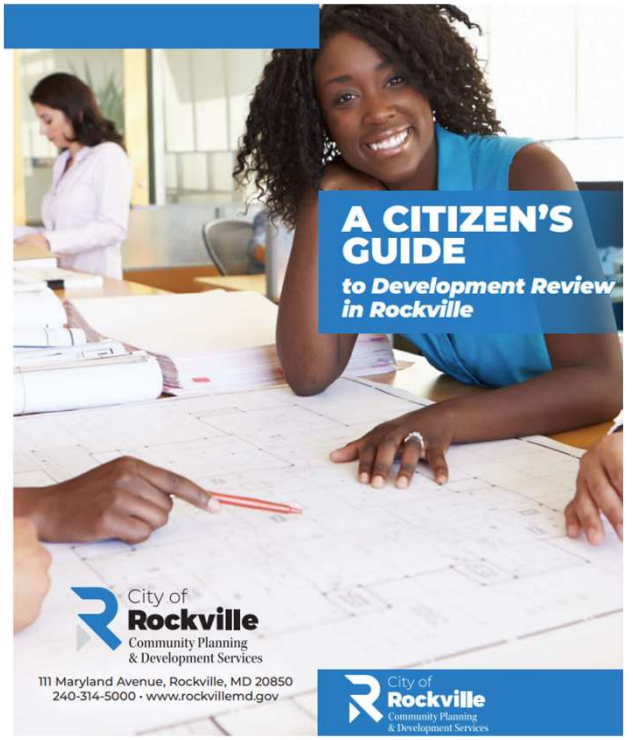


Updates to *Development Review Manual*

- Initial update – released in March 2026
  - First update in over 10 years
  - New city branding, online application procedures, staff titles, other minor edits
  - Updates to notice contents to streamline multiple notices
- Next update to implement ZOR changes
  - Process changes
  - Incorporate additional submittal requirements removed from the ordinance
  - Clarity and usability

Update *Citizen's Guide to Development*

- Two-page guide
- Intended to provide a high-level overview of the process for the public
- Rename to "Community Guide to Development"
- Update content to reflect ZOR



Benchmarking

Benchmarking

- Scope of analysis
  - Compare target timeframes and actual timeframes
  - Specific processes by discipline
    - Planning/Development Review
    - Forestry
    - Public Works
    - Building permit
  - Because of differences in code requirements and processes, apples to apples comparisons are challenging
  - Common jurisdictions where possible such as Gaithersburg, Montgomery County, Frederick City, and Prince George's County
- Status – compiled data for Rockville and preliminary data for most jurisdictions

Benchmarking - Preliminary Findings

- Rockville's target timeframes are generally consistent with comparison jurisdictions
- For most subject areas, comparison jurisdictions do not track or report actual timeframes consistently
  - For this analysis, staff is working with other jurisdictions on a single point in time comparison
- Sample actual review metrics for Rockville for FY 26 to date
  - DPW reviews achieved a 90% on-time review rate
  - Building Permit initial review within timeframe
    - Building plans examiners – 96%
    - Planning reviewers – 88%
- Consistently meeting targets, tracking and reporting will put Rockville at a competitive advantage

Benchmarking – Next Steps

- Complete the analysis
- Continue to develop and implement reports to track timeframes
- Make recommendations for publicly posting this information to increase transparency and predictability for applicants
- Look into other regional jurisdictions to see what we can learn
- Further information to follow at final FAST update

Building Permit Process

Permitting

“Establish and implement a metric to reduce the time to building permit issuance and re-establish an expedited building permit review process”

- Relaunched Quick Start Program
- Launched Express Permit
- Reduced review timeframe for small sheds (from 28 days to 3)
- SolarAPP+
- Next Day inspection program expected to launch Q2 of FY 27
- Developing and running reports to ensure reviews are done within timeframes

Next Steps

Next Steps

- Completion of outstanding action items throughout 2026
- Future M&C items
  - Chapter 21 updates (introduction this summer)
  - CTR update (introduction this summer)
- Final FAST update to M&C in early 2027

Questions?

MAYOR AND COUNCIL Meeting Date: June 8, 2026
Agenda Item Type: MOCK AGENDAS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject
Mock Agenda

Department
City Clerk/Director of Council Operations Office

Recommendation
Staff recommend the Mayor and Council review and provide comments.

Attachments
June 29 Mock Agenda

MAYOR AND COUNCIL

Meeting No.
Monday, June 29, 2026 - 6:30 PM

MOCK AGENDA

Agenda item times are estimates only. Items may be considered at times other than those indicated.

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: https://www.rockvillemd.gov/services/request-a-reasonable-accommodation/

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: https://www.rockvillemd.gov/services/participate-in-a-community-forum/

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing, should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak and before virtual speakers.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, Verizon cable channel 11, livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the date of the meeting.

If you wish to participate in-person or virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or https://www.rockvillemd.gov/services/participate-in-a-community-forum/ no later than 10:00 am on the day of the meeting. Each speaker will receive 3 minutes.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or https://www.rockvillemd.gov/services/participate-in-a-public-hearing/ no later than 10:00 am on the day of the meeting.
3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than approximately 20 minutes before the actual meeting start time.
5. Read for https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: https://www.webex.com/test-meeting.html prior to signing up to join the meeting to ensure your equipment will work as expected.

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Van Grack)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, September 28 from 5:15-6:15 pm with Mayor Ashton and Councilmember Van Grack. Please sign up by 10 am on the meeting day using the form at:https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227

1. **Convene - 6:30 PM**
2. **Pledge of Allegiance**
3. **Proclamation and Recognition - NONE**
4. **Agenda Review - 6:35 PM**
5. **City Manager's Report - 6:40 PM**
6. **Boards and Commissions Appointments and Reappointments - NONE**
7. **Community Forum - 6:45 PM**
8. **Special Presentations - 7:10 PM**
    - **A.** Housing Needs Assessment Special Presentation

9. Consent Agenda - 7:30 PM

A. Approval of Minutes

10. Public Hearing - NONE

11. Action Items -7:35 PM

A. Adoption of Ordinances to Approve Zoning Text Amendment Application TXT2026-00271, for the Zoning Ordinance Rewrite and Map Amendment Application MAP2026-00126, for the Comprehensive Map Amendment; Mayor and Council of Rockville, Applicants

B. Adoption of an Ordinance to Amend Chapter 18 of the Rockville City Code, entitled "Rental Facilities and Landlord-Tenant Relations"

12. Worksession - NONE

13. Mock Agenda - 8:35 PM

14. Old / New Business - 8:40 PM

15. Adjournment - 8:45 PM