
CITY OF ROCKVILLE, MARYLAND
Contract for Services

This **CITY OF ROCKVILLE CONTRACT FOR SERVICES** (this “**Agreement**”) is made this [redacted] day of December, 2025 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and municipal corporation of the State of Maryland, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and **KITTELSON & ASSOCIATES, Inc.** a foreign corporation authorized to conduct business in the State of Maryland (the “**Contractor**”). Individually, the Mayor and Council and the Contractor may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. WHEREAS**, the Mayor and Council desires to procure, on behalf of the City of Rockville Public Works Department (the “**Department**”), safety-focused intersection evaluation and reports for the Safe Streets and Roads for All (SS4A) Vision Zero Intersection Safety Audits, funded in part by through a United States Department of Transportation (U.S DOT) Safe Streets and Roads for All grant, Fiscal Year 2023; and
- B. WHEREAS**, in accordance with Chapter 17 of the Rockville City Code, as amended (the “**Purchasing Ordinance**”), on August 2, 2025, the City of Rockville issued Request for Proposal #01-26; followed by Addendum 1 dated August 20, 2025; Addendum 2 dated August 22, 2025; and as amended by notice to all bidders by email dated November 10, 2025 (collectively, “**RFP 01-26**”); and
- C. WHEREAS**, on September 5, 2025, the Contractor submitted its proposal in response to RFP #01-26 (the “**Contractor Proposal**”), pursuant to which the Contractor agreed to provide the City with services to conduct the safety audits and associated deliverables, in accordance with the terms and conditions of RFP 01-26 and those terms pertinent to contracts funded through federal financial assistance included in the General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program (US DOT); and Title 2 U.S. Code of Federal Regulations Par 200 Uniform Administrative Requirements, Cost Principles ad Audit Requirements for Federal Awards (the “**Contractor Services**”); and
- D. WHEREAS**, on September 26, 2025, the Contractor submitted its Best and Final Offer relative to RFP 01-26 and subsequently consented to the timeline adjustment by email of the project deliverables no later than 75 days from the issuance of a Notice to Proceed; and
- E. WHEREAS**, on [redacted], in accordance with Rockville’s Procurement Ordinance the City awarded this Agreement to Contractor, subject to approval as to legal form by the City Attorney, for the provision of the Contractor Services pursuant to the terms and conditions of this Agreement.

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

OPERATIVE PROVISIONS

ARTICLE I. CONTRACTOR SERVICES

Section 1.01. Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall, in the usual and customary manner consistent with the highest quality industry standards, provide to the City the Contractor Services described in the RFP attached hereto as **Exhibit A** and incorporated herein by this reference, which requires work to be performed and invoices to be submitted consistent with US Department of Transportation General Terms and Conditions under the fiscal year 2022 Safe Streets and Roads for All Grant Program and Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200).

Section 1.02. Contractor's Proposal. The Contractor Services shall include the services to conduct intersection safety audits at ten intersections within the city limits and 20 state-owned and maintained intersections which have a history of injury and/or fatal crashes, detailed in the Contractor Proposal, attached hereto as **Exhibit B**, which is attached and incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms and conditions of the Contractor Proposal and this Agreement, the terms and conditions of this Agreement shall govern.

Section 1.03. Contract Administrator. The Department will designate a contract administrator for this Agreement (“**Contract Administrator**”). The Contractor shall provide the Contractor Services to the City under the direction of the following designated representatives of the Contract Administrator:

Brian Barnett Woods, Principal Transportation Planner, Public Works

Tel: 240-314-8527;

Email: bbwoods@rockvillemd.gov

It shall be the Contractor’s responsibility to ensure that the Contract Administrator is kept informed on the progress of the work related to the provision of the Contractor Services. The Contractor shall refer any decisions which must be made by the City to the Contract Administrator. The City Manager or his designee may modify the foregoing list of Contract Administrators by notifying the Contractor of such modification in writing.

Section 1.04. Notice to Proceed. The Contractor must not commence work under this Agreement until all conditions for commencement are met, including execution of the Agreement by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of a notice to proceed.

(a) Any work performed outside the scope of an authorized written Notice to Proceed is at Contractor’s risk and faces the probability of delayed or denied payment.

(b) 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.

Section 1.05. Modification of the Scope of Services.

(a) Duty of Contractor to Request the City to Approve Proposed Modifications and Changes to the Scope of Services. The Contractor shall immediately advise the Contract Administrator in writing of any proposed change to the Scope of Services, including, without limitation, schedule of performance, and shall obtain the written consent of the City Manager or his designee to the proposed change prior to implementing any changes to the Scope of Services and is subject to the City’s written approval to proceed. In no event shall the City’s consent be construed to relieve the Contractor from its duty to provide all Contractor Services in accordance with applicable law and industry standards.

(b) Additional Work. Subject to the approval requirements set forth in Section 17-40 of the Purchasing Ordinance, the City shall have the right to request, at any time during the performance of the Scope of Services, that the Contractor provide additional services beyond those described in the Scope of Services (the “**Additional Work**”). Before the Contractor commences the Additional Work, the Parties must agree upon a fee in writing for the Additional Work, including reasonably related expenses, and must agree to any adjustments to the “**Schedule of Performance**” in accordance with Section 3.03 below. It is expressly understood by the Contractor that the provisions of this subsection shall not apply to the Contractor Services specifically set forth in the Scope of Services or reasonably contemplated therein.

ARTICLE II. COMPENSATION AND PAYMENT

Section 2.01. Compensation; Required Appropriation of Funds.

(a) In order to compensate for the Contractor’s availability and the provision of the Contractor Services in accordance with the terms and conditions of this Agreement, the Mayor and Council agrees to pay the Contractor, subject to any limitations set forth in this Agreement, the amounts specified in the “**Compensation and Fee Schedule**” attached hereto as **Exhibit D** and incorporated herein by this reference, which total amount, including reimbursements for actual expenses, shall not exceed **THREE HUNDRED NINETY EIGHT THOUSAND NINE HUNDRED FORTY FIVE AND 15/100 DOLLARS (\$398,945.15)** for the term of this Agreement (the “**Contract Sum**”). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 2.01 shall be at no cost to the Mayor and Council unless additional compensation is approved for Additional Work pursuant to Section 1.05(b) above.

Section 2.02. Manner and Method of Payment.

(a) **Payment.** The City shall pay the Contractor in accordance with the Compensation and Fee Schedule. The Contractor is not entitled to a total payment, including fees for expenses, that exceed the Contract Sum. The method of compensation is detailed in the Compensation and Fee Schedule, and may include (i) a lump sum payment upon completion and acceptance of Contractor Services, (ii) payment in accordance with specified tasks or the percentage of completion of the provision of the Contractor Services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Compensation and Fee Schedule, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum, or (iv) such other methods as may be specified in the Compensation and Fee Schedule.

(b) **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.

(c) **Payment to Subcontractor.** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this Agreement, the Contractor shall either: (i) 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 Agreement; or (ii) 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.

Section 2.03. Invoices.

(a) In accordance with the Compensation and Fee Schedule, the Contractor shall submit to the Contract Administrator periodic invoices, in duplicate, for all work performed, tasks and deliverable completed, and expenses incurred during the preceding month in a form approved by City of Rockville Chief Financial Officer or her designee. The invoice shall include detailed charges for all necessary and actual expenses by the following categories: labor (by sub-category), materials, equipment, supplies, and Subcontractor contracts. Subcontractor charges shall also be detailed by such categories.

(b) The City Manager or his designee will independently review each invoice submitted by the Contractor to determine whether the work performed, tasks and deliverables completed, and expenses incurred for the Contractor Services comply with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 9.03, 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 invoice. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to the Contractor for correction and resubmission.

Section 2.04. Waiver. Payment to the Contractor for work performed and expenses incurred for the Contractor Services pursuant to this Agreement shall not be deemed to waive defects in the work performed by the Contractor.

Section 2.05. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of providing the Contractor Services, 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.

Section 2.06. Notification of Cost Overruns. The Contractor shall promptly notify the Contract Administrator in writing of any potential cost overruns. Cost overruns include, but are not limited to, the following: (i) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the Contract Sum; or (ii) where the total cost of the work performed and expenses incurred by the Contractor for the Contractor Services will be greater than the Contract Sum.

ARTICLE III. CONTRACT TERM AND PERFORMANCE SCHEDULE

Section 3.01. Contract Term. The term of this Agreement shall begin on the Effective Date and shall expire Seventy-five (75) Days from the issuance of a Notice to Proceed at 11:59 p.m. (the "Contract Term"), unless earlier terminated in accordance with Article IX below.

Section 3.02. Time of Essence. Time is of the essence in the performance of this Agreement.

Section 3.03. Schedule of Performance. The Contractor shall commence the work related to the provision of the Contractor Services pursuant to this Agreement upon receipt of a written notice to proceed in accordance with Section 1.04 above, and shall perform all work related to the provision of the Contractor Services within the time period(s) established in the "**Schedule of Performance**" attached hereto as **Exhibit C** and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Administrator. Extensions approved by the Contract Administrator shall not exceed one hundred eighty (180) days cumulatively.

Section 3.04. Force Majeure. The time period(s) specified in the Schedule of Performance for work related to the provision of the Contractor Services shall be extended for delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, and wars, provided the Contractor, within five (5) days of the commencement of such delay, notifies the Contract Administrator in writing of the causes of the delay. The Contract Administrator shall ascertain the facts and the extent of delay and extend the time for performing the work related to the provision of the Contractor Services for the period of the enforced delay when and if in the judgment of the Contract Administrator such delay is justified. The Contract Administrator's

determination shall be final and conclusive. In no event shall the Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, the Contractor's sole remedy being extension of the Agreement pursuant to this Section.

Section 3.05. Review and Final Acceptance of Contractor Services. The Contract Administrator shall review and accept or reject any of the Contractor's work under this Agreement, either during performance or when completed. The Contract Administrator shall reject or finally accept the Contractor's work related to the provision of the Contractor Services within forth five (45) days after the work is submitted to the Contract Administrator by the Contract for final review. The Contract Administrator's acceptance of the work be provided to the Contractor in writing. The Contract Administrator's acceptance shall be conclusive as to such work related to the provision of the Contractor Services, except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by the Contract Administrator shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Article VII, pertaining to indemnification and insurance, respectively.

ARTICLE IV. COORDINATION OF WORK

Section 4.01. Representatives and Personnel of Contractor. The following key personnel of the Contractor (the "Key Personnel") are hereby designated as being the principals and representatives of the Contractor, authorized to act on its behalf with respect to the work related to the provision of the Contractor Services and make all decisions in connection therewith.

Alek Pochowski, PE, Associate Engineer/Planner (Project Manager)

(202) 836-4002; apochowski@kittelson.com

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing Key Personnel shall be responsible during the Term of this Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervise the work hereunder. All personnel of the Contractor, and any authorized agents and Subcontractors, shall at all times be under the exclusive direction and control of the Key Personnel. For purposes of this Agreement, the foregoing Key Personnel may not be replaced, nor may their responsibilities be substantially reduced by the Contractor without the express written approval of Contract Administrator. Additionally, the Contractor shall make every reasonable effort to maintain the stability and continuity of the Contractor's staff and Subcontractors, if any, assigned to perform the work related to the provision of the Contractor Services.

Section 4.02. Status of Contractor. The Contractor shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City Manager. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's officers, employees, agents, or Subcontractors are in any manner

officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees, agents, or Subcontractors, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

Section 4.03. Independent Contractor. Neither the City, nor any of its officials, officers, employees or agents shall (i) have control over the manner, mode or means by which the Contractor, its employees, agents, or Subcontractors perform the work related to the provision of the Contractor Services, except as otherwise set forth herein; or (ii) have a voice in the selection, discharge, supervision or control of the Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform all services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

Section 4.04. Subcontractors.

(a) **Subcontractor Approval.** The experience, knowledge, capability and reputation of the Contractor and its principals and employees were a substantial inducement for the City to enter into this Agreement; therefore, the Contractor's hiring or retaining of any third parties ("Subcontractors") to perform work related to the provision of the Contractor Services ("Subcontractor Services") is subject to the Contract Administrator's prior written approval. When requesting the Contract Administrator's prior written approval, the Contractor must provide in writing a justification for the need of a Subcontractor, a description of the work the Subcontractor will perform, and an estimated cost of the Subcontractor Services.

(b) **Subcontractor Contract.** The Contractor shall require each Subcontractor to obtain and maintain insurance policies as required by the City for the duration of this Agreement. The Contractor shall determine Subcontractor policy limits and required endorsements proportionate to the work performed by Subcontractor.

(i) The Contractor is obligated to pay Subcontractor, for Contractor and City approved invoice amounts, out of the compensation paid by the City to the Contractor not later than fourteen working days from the Contractor's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Contractor and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

(ii) If Subcontractor's performance is deficient, the Contractor shall notify the Contract Administrator in writing of any withholding of payment to Subcontractor, specifying: (A) the amount withheld; (B) the specific cause under the terms of the subcontract for withholding payment; (C) the connection between the cause for withholding payment and the amount withheld; and (D) the remedial action Subcontractor must take in order to receive the amount withheld. Once

Subcontractor corrects the deficiency, the Contractor shall pay Subcontractor the amount withheld within fourteen working days of the Contractor's receipt of the City's next payment.

(iii) The City shall not be made a party to any judicial or administrative proceedings to resolve any dispute between the Contractor and Subcontractor. The Contractor agrees to defend and indemnify the City as described in Section 7.02 below, in any dispute between the Contractor and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

(iv) The City is an intended beneficiary of any work performed by Subcontractor for purposes of establishing a duty of care between Subcontractor and City.

ARTICLE V. CONTRACTOR COVENANTS AND OBLIGATIONS

Section 5.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the Term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform work related to the provision of the Contractor Services.

Section 5.02. Standard of Care. The Contractor covenants that it shall follow the professional standards in performing the work related to the provision of the Contractor Services required hereunder. For purposes of this Agreement, the phrase “professional standards” shall mean those standards of practice recognized by one or more firms performing similar work under similar circumstances, at the same time and in the same local.

Section 5.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall render all services hereunder in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time services are rendered.

Section 5.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expenses such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. 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 services required by this Agreement, 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 hereunder.

Section 5.05. 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 related to the provision of the Contractor Services. The Contractor asserts that it has fully disclosed to the City any and all practices and or contracts of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of this contract and will continue to do so during the term of this Agreement and

any renewals or extensions. The Contractor further covenants that in the performance of work related to the provision of the Contractor Services, 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 at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. The Contractor further covenants that, in the performance of this Agreement, 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 Agreement 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 5.06. Compliance with ADA. The Contractor understands and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (“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. Contractor will provide the Contractor Services specified in this Agreement 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 provision of services, benefits or activities provided under this Agreement.

ARTICLE VI. RECORDS, REPORTS, AUDITS, AND RELEASE OF INFORMATION

Section 6.01. Records. The Contractor shall keep, and require Subcontractors 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 services performed hereunder (the “**Books and Records**”), as shall be necessary to perform the work related to the provision of the Contractor Services required by this Agreement and enable the Contract Administrator to evaluate the performance of such Services. Any and 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 three (3) years following completion of the Contractor Services hereunder, 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 may be given to City, and access shall be provided by the Contractor’s successor in interest.

Section 6.02. Reports. The Contractor shall periodically prepare and submit to the Contract Administrator such reports concerning the performance related to the provision of the Contractor Services as the Contract Administrator shall require. The Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. 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 or services contemplated herein or, if the Contractor is providing design services, the

cost of the project being designed, the Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

Section 6.03. 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 this Agreement (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.

(a) Audit. The City's Audit Right includes the right to examine the Books and Records of procedures and practices that the City determines are necessary to discover and verify that the Contractor or Subcontractor is in compliance with all requirements under this Agreement.

(b) Cost Audit. If there is a claim for additional compensation or for Additional Work, the City's Audit Right includes the right to Books and Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

(c) Accounting Records. The Contractor and all Subcontractors shall maintain complete and accurate Books and Records in accordance with generally accepted accounting practices. The Contractor and Subcontractors shall make available to the City for review and audit all Books and Records relating to the Contractor Services. Upon the City's request, the Contractor and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

(d) City's Audit Right Binding on Subcontractors. The Contractor shall include the City's Audit Right as described in this Section 6.03 in any and all of their subcontracts and shall ensure that these sections are binding upon all Subcontractors.

(e) Expenses. The Contractor shall be responsible for repayment of any and all applicable audit exceptions, including any City expenses related thereto, which the City, State or Federal auditors or their designated representatives may identify and are material and adverse to the City as to create an audit disallowance.

Section 6.04. Ownership of Documents. Any and all deliverables, including but not limited to reports, drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, electronic files and documents, records, documents and other materials (the “**Documents and Materials**”) prepared by the Contractor, its employees, Subcontractor and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Administrator or upon the termination of this Agreement, and the Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. The Contractor shall not use, willingly allow, or cause the Documents

and Materials to be used for any purpose other than performance of the Contractor's obligations under this Agreement. Any modification of the project deliverables without Contractor's consent or reuse for any purpose other than the purpose stated in this Agreement shall be at the City's sole risk.

Section 6.05. Confidentiality and Release of Information.

(a) All information gained or work product produced by the Contractor in performance of this Agreement 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 Contract Administrator. The Contractor will not make use thereof other than for the performance of these contractual obligations and will only release it to employees requiring such information.

(b) If the Contractor requires access to the City's electronic information resources and/or its electronic data assets, the Contractor must 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: <http://www.rockvillemd.gov/documentcenter/view/74>.

(c) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Administrator 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 this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(d) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Agreement, 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.

(e) The Contractor shall promptly notify the City 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 Agreement and the work performed there under. The City 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.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Section 7.01. Insurance Requirement.

(a) The Contractor shall be required to obtain and maintain, at its sole cost and expense, in a form and content satisfactory to the Risk Manager for the City of Rockville, during the entire term of this Agreement including any extensions thereof, the insurance coverages described in **Exhibit E**, entitled “**Insurance Requirements**”, which Insurance Requirements shall cover the Mayor and Council, its appointed officers, and employees and agents of the City of Rockville.

(b) In the event the Contractor subcontracts any portion of the Scope of Services hereunder, 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 Section 7.01, and such certificates and endorsements shall be provided to the Risk Manager.

Section 7.02. Indemnification.

(a) To the full extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Mayor and Council and its appointed officers, employees and agents (“**Indemnified Parties**”) 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 of this Agreement, and in connection therewith.

(b) The Contractor shall 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 shall 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.

(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 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 Agreement.

(f) Notwithstanding the foregoing and anything else in this Agreement, for claims for professional services performed and covered by Contractor's professional liability insurance, Contractor shall be required only, to the fullest extent permitted by law, to indemnify and hold harmless City and its directors, officers, and employees from liabilities, judgments, damages, losses (including but not limited to attorneys' and expert witnesses' fees and related costs) to the extent caused by the negligence of Contractor or anyone for whom Contractor is legally liable. For avoidance of doubt, Contractor shall have no upfront duty to defend with respect to claims under this sub-paragraph.

Section 7.04. Intentionally Omitted.

Section 7.05. Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement 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 Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement 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.

ARTICLE VIII. CONTRACTOR REPRESENTATIONS AND WARRANTIES

As a material inducement to the Mayor and Council's entry into this Agreement, 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 Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Agreement not to be true, the Contractor shall promptly give written notice of such fact or condition to the City Manager or his authorized designee, (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 until the expiration or termination of this Agreement:

Section 8.01. Organization. The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland.

Section 8.02. Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Agreement, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

Section 8.03. Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been 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 Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

Section 8.04. No Breach of Law or Agreement. To the Contractor's knowledge, neither the execution nor delivery of this Agreement or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, 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 the Contractor is a party, or will result in the creation or imposition of any lien upon assets or property of the Contractor, other than liens established pursuant hereto.

Section 8.05. Qualifications. The Contractor, its employees, agents and subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to perform the Scope of Services and provide the Contractor Services.

Section 8.06. Familiarity with Work. By executing this Agreement, the Contractor warrants that it (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, the Contractor warrants that it has or will investigate

the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, the Contractor shall immediately inform the Contract Administrator of such fact and shall not proceed except at its own risk until written instructions are received from the Contract Administrator.

Section 8.07. Standard of Care. The Contractor shall perform the Services with the same care and skill ordinarily used by members of its profession practicing under similar circumstances at the same time and in the same locality. Contractor shall perform such duties as may be assigned without neglect. Contractor agrees to perform each assignment in an efficient and economical manner consistent with the City's interests and consistent with the City's stated objectives and recognized professional standards as defined above. Should Contractor not meet this Standard of Care, Contractor will correct its work at its own cost.

ARTICLE IX. ENFORCEMENT OF AGREEMENT AND TERMINATION

Section 9.01. Maryland Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Montgomery County, State of Maryland, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the State of Maryland, Southern Division.

Section 9.02. Disputes; Default. In the event that the Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which the Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

Section 9.03. Retention of Funds. The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (i) any amounts the payment of which may be in dispute hereunder and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's negligent or tortious acts or omissions in performing or failing to perform the Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due,

without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided herein.

Section 9.04. Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

Section 9.05. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 9.06. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

Section 9.07. Intentionally Omitted.

Section 9.08. Termination for Non-availability of Funds. The validity of this Agreement is subject to appropriation and encumbrance of funding pursuant to Maryland law and Rockville Code, Article VII.

- (a) The Mayor and Council appropriates funds on a fiscal year basis; the City fiscal year runs from July 1 through June 30. Funds have been appropriated for the first year of this Contract through the end of the fiscal year (June 30, 2026). For any subsequent Contract and/or Agreement extension, payments are contingent upon appropriation and encumbrance of funds. If the Mayor and Council fail to approve an appropriation to fund this Contract for a fiscal year that begins after this Contract is entered into, this Contract terminates on the first day of that fiscal year without further cost to the City. Rockville Code § 17-41.
- (b) In the event federal or state funding the City relies upon to pay for services under this Agreement is reduced, withdrawn, frozen or otherwise cannot be made in full, this Agreement shall automatically terminate, unless both parties agree to a modification of the obligations under this Agreement. 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.

Section 9.09. Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager or his designee. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, the Contractor shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or his designee. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all Contractor Services rendered prior to the effective date of the notice of termination and for any Contractor Services authorized by the City Manager or his designee thereafter in accordance with the Compensation and Fee Schedule or such as may be approved by the City Manager or his designee, except as provided in Section 7.02. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 9.02.

Section 9.10. Termination for Default by Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the City may, after compliance with the provisions of Section 9.02, take over the work related to the provision of the Contractor Services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Contractor Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Section 9.11. Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the Parties agree each is responsible for its attorney's fees unless otherwise required by this Agreement.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and the City 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 mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City: Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council Operations
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Clerk / Director of Council Operations
cityclerk@rockvillemd.gov
Telephone: (240) 314-8283

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov
Telephone: (240) 314-8102

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov
Telephone: (240) 314-8150

Procurement Department
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director
Email: procurement@rockvillemd.gov
Telephone: (240) 314-8432

To the Contractor: Bailey Lozner, PE, EVP
100 M Street SE, Suite 910
Washington, D.C. 20003
blozner@kittelsohn.com

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) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5th) business 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. As used herein, “business day” means a day

other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Section 10.02. Incorporation of Recitals; Interpretation.

(a) Incorporation of Recitals. The Recitals, RFP #23-25, Contractor’s Proposal, and Exhibits hereto are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement. Accordingly, the Recitals above, RFP #23-25, Contractor’s Proposal, and Exhibits hereto are fully incorporated into this Agreement by this reference as if fully set forth herein. In the event of any conflict between this Agreement and any documents referenced herein, the terms of this Agreement shall govern and control.

(b) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement 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 this Agreement.

Section 10.03. – Non-Liability of City Officers and Employees. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the City or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Agreement.

Section 10.04. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by the Mayor and Council pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers, and employees.

Section 10.05. No Third-Party Beneficiaries. No provision of this Agreement 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 10.06. Equal Opportunity Employment. Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this Agreement or fails to include such contract provisions in all subcontracts, this Agreement may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the Mayor and Council. 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 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.

Section 10.07. Authority of the City Manager in Disputes. Any dispute concerning a question of fact arising under this Agreement which is not disposed of by this Agreement shall be decided by the City Manager in accordance with the Chapter 17 of the Rockville City Code, 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 this Agreement. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

Section 10.08. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 10.09. Local Government. Notwithstanding anything herein contained to the contrary, Contractor acknowledge the Mayor and Council is a political subdivision and its obligations hereunder are given on the to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, the open records law presumption that all records within the custody of the City are available to the public for review, and subject to the notice requirements and damage 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 10.10 Surviving Provisions. Provisions of this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination will so survive.

Section 10.11. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement 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 this Agreement or that portion which is found to be unenforceable.

Section 10.12. Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Agreement 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 10.13. Assignment. This Agreement cannot be assigned by either Party without the prior written consent of the other Party.

Section 10.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 10.15. Electronic Signatures. This Agreement 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.

(Signature pages to follow)

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Agreement for Contract Services under seal in duplicate, 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

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

CONTRACTOR

KITTELSON & ASSOCIATES, INC., an Oregon
corporation

By: _____
Bailey Lozner, Executive Vice President

EXHIBIT A
Request for Proposal #01-26

See attached

Safe Streets and Roads for All Vision Zero Intersection Safety Audits, #01-26
(Retained in Procurement Records)

EXHIBIT B
Scope of Services

The City of Rockville Safe Streets and Roads for All supplemental planning project is to conduct intersection safety audits at ten intersections within the city limits and 20 state-owned and maintained intersections which have a history of injury and/or fatal crashes, identified beginning at p. 13 of RFP 01-26. All engineering services shall be performed in accordance with the good industry practice and guidance identified at p. 12 of RFP 01-26.

As described beginning at p. 15 of RFP 01-26, this audit will include field observations, assessment of crash data, evaluation of traffic patterns, signal timings, roadway volumes, traffic speeds, and pedestrian and bicycle movements, as well as review of intersection geometry and lines-of-sight.

Once all data has been collected and analyzed, the contractor will prepare an existing conditions report for each intersection highlighting safety challenges to address as well as opportunities to proactively address and improve multimodal facilities and user ability to navigate the selected intersections.

After the existing conditions report is shared with the City of Rockville and the public, the contractor will develop a list of recommended improvements to address existing roadway safety challenges and proactive multimodal improvements. These recommended improvements will be organized for each intersection and further organized by improvements that are considered low-cost quick build improvements that the City could undertake within a year and long-term improvements that would require specific budget allocation and additional design and planning. While low-cost quick build improvements will be proposed as part of the final report and deliverable, this project does not include any construction or implementation of the low-cost quick build improvements.

The recommended potential improvements will be shared with the City and the public in a final report. The final report will also include a best practices table to identify intersection improvements and the criteria appropriate to warrant those improvements.

Contractor acknowledges and agrees to perform work, provide invoices and cooperate as the City may require to comply with the U.S. DOT under Fiscal Year 2023 Safe Streets and Roads for All (“SS4A”) Grant Program,” dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2023”;

AND recognizes this Contract is SUBJECT TO additional terms and conditions associated with the use of federal financial assistance, as follows:

EXHIBIT B
Scope of Services

**ADDITIONAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL
FINANCIAL ASSISTANCE**

Contractor recognizes that this agreement is subject to Title 2 U.S. Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (the “Uniform Guidance”). The following terms and conditions set forth below are incorporated in the parties’ agreement:

- A. **Nondiscrimination** – In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. *See* 42 U.S.C.A. § 2000d *et seq.*; 42 U.S.C.A. § 3601 *et seq.*; 42 U.S.C.A. § 6101 *et seq.*; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. *See* 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.
- B. **Recycled Products** - CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended**—CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- D. **Debarment and Suspension.** CONTRACTOR certifies that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- E. **Byrd Anti-Lobbying Amendment.** In accordance with 31 U.S.C. 1352, the CONTRACTOR certifies that it adheres to the federal restrictions on lobbying using federal funds. Each tier of CONTRACTOR certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. For contracts exceeding \$100,000, the CONTRACTOR shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.
- F. **Termination for Convenience.** This Contract may be terminated in whole or in part by the City in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the City. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price, as determined by the Purchasing Agent, will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.
- G. **Termination for Cause**
 - 1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the City has the right to terminate the contract. Any such termination will be affected by delivery to the

EXHIBIT B

Scope of Services

Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

2. Termination of the Contract for Cause does not relieve the Contractor of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

H. **Prohibition on certain telecommunications and video surveillance services or equipment.** CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the City is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- I. **Equal Employment Opportunity** - During the performance of this contract, CONTRACTOR agrees as follows:
1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. CONTRACTOR will comply with all provisions of the rules, regulations, and relevant orders of the Secretary of Labor.
6. CONTRACTOR will furnish all information and reports required by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

EXHIBIT B
Scope of Services

7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- J. **Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR § 200.321):** If subcontracts are to be let, the contractor is required to take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- K. **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).**
 1. CONTRACTOR must comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). CONTRACTOR must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. CONTRACTOR must pay wages not less than once a week. By executing this Contract, CONTRACTOR accepts the Department of Labor wage determination for this work.
 2. CONTRACTOR must comply with the **Copeland “Anti–Kickback” Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- L. **Contract Work Hours and Safety Standards Act.** CONTRACTOR agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. Specifically, CONTRACTOR must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. This clause does not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or

EXHIBIT B
Scope of Services

transmission of intelligence.

M. Program Fraud, False or Fraudulent Statements, and Related Acts

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et. seq.* and all appropriate federal agency regulations apply to CONTRACTOR's actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

N. Interest of Members of Congress

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

O. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress.
 - b. An Inspector General.
 - c. The Government Accountability Office.
 - d. A Treasury employee responsible for contract or grant oversight or management.
 - e. An authorized official of the Department of Justice or other law enforcement agency.
 - f. A court or grand jury; and/or
 - g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P. Domestic Preference

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

EXHIBIT C
Schedule of Performance

Contractor to provide all deliverables in accordance with the following:

Notwithstanding the language at RFP 01-26, pp. 17-18, Contractor agrees to provide all deliverables no later than 75 days from the issuance of a Notice to Proceed, with milestones reflecting steady progress consistent with the RFP and the 75 day completion period.

EXHIBIT D
Compensation and Fee Schedule

All items identified will be billed as lump sum tasks. The tasks will be billed as not to exceed figures, as follows:

ITEM	DESCRIPTION	COST	SUBTOTAL
1	Intersection Safety Audits and proposed improvements - Submittal #1 – Intersections 1-10		
a.	Intersection Field visits	<u>\$16,642.80</u>	
b.	Existing conditions findings summary	<u>\$25,821.19</u>	
c.	Proposed quick build improvements concepts, and cost estimates	<u>\$33,143.64</u>	
d.	Proposed medium or long-term improvements concepts, and cost estimates	<u>\$24,918.24</u>	
e.	Summary report of intersection audit analysis and proposed improvements.	<u>\$27,633.03</u>	
	Subtotal for Item #1		\$128,158.90
2	Intersection Safety Audits and proposed improvements - Submittal #1 – Intersections 11-20		
a.	Intersection Field visits	<u>\$13,869.00</u>	
b.	Turning movement counts (6 intersections)	<u>\$8,430.00</u>	
c.	Existing conditions findings summary	<u>\$15,429.33</u>	
d.	Proposed quick build improvements concepts, and cost estimates	<u>\$27,619.70</u>	
e.	Proposed medium or long-term improvements concepts, and cost estimates	<u>\$20,765.20</u>	

EXHIBIT D
Compensation and Fee Schedule

f.	Summary report of intersection audit analysis and proposed improvements.	<u>\$23,027.53</u>	
	Subtotal for Item #2		\$109,140.75
3	Intersection Safety Audits and proposed improvements - Submittal #1 – Intersections 21-30		
a.	Intersection Field visits	<u>\$13,869.00</u>	
b.	Turning movement counts (5 intersections)	<u>\$7,025.00</u>	
c.	Existing conditions findings summary	<u>\$16,834.33</u>	
d.	Proposed quick build improvements concepts, and cost estimates	<u>\$27,619.70</u>	
e.	Proposed medium or long-term improvements concepts, and cost estimates	<u>\$20,765.20</u>	
f.	Summary report of intersection audit analysis and proposed improvements.	<u>\$23,027.53</u>	
	Subtotal for Item #3		\$109,140.75
4	Improvements Matrix		
a.	Data and research	<u>\$9,737.98</u>	
b.	Improvement Matrix	<u>\$14,161.65</u>	
	Subtotal for Item #4		\$23,899.63
5	Meetings and Coordination		
a.	Meetings with City of Rockville Staff	<u>\$28,605.12</u>	
	Subtotal for Item #5		\$28,605.12
	PROJECT TOTAL		\$398,945.15

EXHIBIT E
Insurance Requirements

Prior to the 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 submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 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 Agreement 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:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
<ol style="list-style-type: none"> 1. <i>Workers' Compensation</i> 2. <i>Employers' Liability</i> 	<p>Bodily Injury by Accident: \$100,000 each accident</p> <p>Bodily Injury by Disease: \$500,000 policy limits</p> <p>Bodily Injury by Disease: \$100,000 each employee</p>	<p>Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement dated.</p>
<ol style="list-style-type: none"> 3. <i>Commercial General Liability</i> <ol style="list-style-type: none"> a. Bodily Injury b. Property Damage c. Contractual Liability 	<p>Each Occurrence: \$1,000,000</p>	<p>City to be listed as additional insured and provided 30 day notice of cancellation.</p>

EXHIBIT E
Insurance Requirements

d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury		CG 20 37 07 04 and CG 20 10 07 04 or their equivalent forms to be 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. Form CA20 48 02 99 or equivalent blanket form to be dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation.
6. Professional Liability	Each Claim/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this Agreement, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall 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

EXHIBIT E
Insurance Requirements

Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this Agreement. 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

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

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850