
**AMENDMENT TO
CITY OF ROCKVILLE RIDER AGREEMENT**

THIS AMENDMENT TO THE CITY OF ROCKVILLE RIDER AGREEMENT ("Amendment") is made this ____ day of _____, 2026 by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and municipal corporation of the State of Maryland (the "**City**"), acting through its City Manager, and **GALE ASSOCIATES INC.**, a Maryland corporation (the "**Contractor**" or "**Gale**"). The City and Gale are each a "**Party**" or collectively the "**Parties**") to this Amendment.

- A. WHEREAS**, the City has received professional consultant services for building envelope construction and repair ("**Building Envelope Services**") from Contractor pursuant to the terms of the City of Rockville Rider Agreement riding the terms of the Charles County Board of Education ("**CCBOE**") Agreement between the CCBOE and Gale dated November 18, 2022 (the "**Rider Agreement**") dated as of February 13, 2024 between the Parties as Exhibit A; and
- B. WHEREAS**, the Rider Agreement had an initial term through November 18, 2024 with an option to renew for four additional one-year terms (the "**Term**"); and
- C. WHEREAS**, the Term of the Rider Agreement has been renewed each year and is currently effective through November 18, 2026, with the option to renew for two additional one-year terms; and
- D. WHEREAS**, the City requires further roof consulting services on various types of roofing systems consistent with the Building Envelope Services; and
- E. WHEREAS**, in order to complete the projects for Fiscal Year 2026 and beyond, the City needs further funds beyond the current not-to-exceed amount and desires to increase the not-to-exceed amount from \$140,000 annually to \$390,0000 annually; and
- F. WHEREAS**, the purpose of this Amendment is to reflect a change to the amount of funds for the Building Envelope Services.

NOW, THEREFORE, the Parties, for good and sufficient consideration, hereby amend the Rider Agreement as follows:

1. The foregoing Recitals are hereby incorporated herein and made a part hereof as if fully set forth in this paragraph 1.

2. The Rider Agreement is hereby amended by deleting the first paragraph of Paragraph B of the Rider Agreement in its entirety and replacing it with the following:

Subject to the Scope of Work in Attachment A, Contractor agrees to provide the listed services at the prices set forth in Attachment A. The price for each service includes all labor, equipment, materials, and services pursuant to the terms and conditions of Attachment A. The total not-to-exceed price for all services for the Initial Term of this Rider Agreement is: \$140,000. For the Term starting November 19, 2025 and all renewals thereafter, the total not-to-exceed price for all services for the renewed Term of this Rider Agreement is: \$390,000. Funding in additional years is subject to appropriation by Mayor and Council. Any price adjustments in any years in which the Rider Agreement is renewed are subject to the requirements below:

3. Except as otherwise expressly modified by the terms of this Amendment, the Rider Agreement shall remain unchanged and continue in full force and effect.
4. Except as otherwise defined herein, all terms and phrases used in this Amendment that are defined in the Rider Agreement shall have the same meaning as set forth in the Rider Agreement.
5. This Amendment shall be construed and governed in accordance with the laws of the State of Maryland.
6. This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.

(Signatures on Following Pages)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first above written.

MAYOR AND COUNCIL

**THE MAYOR AND COUNCIL OF
ROCKVILLE**

By: _____
Jeff Mihelich
City Manager

Approved as to form:

Cynthia Walters
Acting City Attorney

CONTRACTOR

GALE ASSOCIATES INC., a Maryland
corporations

By: _____
Steven J. Bohlen, Sr.
Associate/Partner