



## **MAYOR AND COUNCIL**

---

**Meeting No. 20-25 (Virtual Only)  
Monday, August 4, 2025 - 5:30 PM**

### **AGENDA**

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

#### **Ways to Participate**

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or [cityclerk@rockvillemd.gov](mailto:cityclerk@rockvillemd.gov) or by filling this form: <https://www.rockvillemd.gov/FormCenter/City-Manager-2/Request-a-Reasonable-Accommodation-50>

#### **Translation Assistance**

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or [cityclerk@rockvillemd.gov](mailto:cityclerk@rockvillemd.gov), or by using this form: <https://www.rockvillemd.gov/FormCenter/City-Clerk-11/Sign-Up-for-Translation-Assistance-at-Co-368>

#### **In-Person Attendance**

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

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

#### **Viewing Mayor and Council Meetings**

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

#### **Participating in Community Forum & Public Hearings:**

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

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

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

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

#### **Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Fulton)**

The next scheduled Drop-In Session will be held by phone or in-person on Monday, September 15 from 5:15-6:15 pm with Mayor Ashton and Councilmember Fulton. Please sign up by 10 am on the meeting day using the form at:

<https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227>

#### **1. Convene - 5:30 PM**

#### **2. Pledge of Allegiance**

#### **3. Proclamation and Recognition - 5:35 PM**

A. Proclamation Declaring August 5, 2025, as National Night Out in Rockville, Maryland

#### **4. Agenda Review**

#### **5. City Manager's Report - 5:40 PM**

#### **6. Boards and Commissions Appointments and Reappointments - 5:50 PM**

A. Board and Commission Appointment and Reappointment

#### **7. Community Forum - 5:55 PM**

#### **8. Special Presentations - 6:15 PM**

A. Results Rockville Update - Public Dashboards

**9. Consent Agenda - 6:25 PM**

- A.** Authorization for the City Manager to Execute the Moderately Priced Dwelling Unit Homeownership Program Agreement and Approval of and Authorization for the City Manager to Execute the Declaration of Restrictive Covenants for Tower Preserve between the Mayor and Council of Rockville and Michael Harris at Tower, LLC., Subject to Approval as to Legal Form by the City Attorney.
- B.** Authorize the City Manager to Execute a Grant Agreement with the Maryland Energy Administration for the FY 2025 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant for the Purchase of Two Electric Senior Transit Buses
- C.** Adopt a Resolution amending Resolution No. 30-73, requesting the name change of the "Senior Citizens Commission" to the "Rockville Commission on Aging," and to update the mission thereof.
- D.** Award and Authorize the City Manager to Execute a Contract Responsive to Invitation for Bids (IFB) #28-25, Potomac Valley Road Sidewalk Project, to Olney Masonry Corporation of Beltsville, MD, for a Term of 200 Calendar Days in the Amount Not to Exceed \$317,123.50.

**10. Public Hearing - NONE****11. Action Items - 6:30 PM**

- A.** Introduction and Adoption of an Ordinance to amend Ordinance No. 07-25 to appropriate funds and levy taxes for FY 2026 (Budget Amendment #1)
- B.** Approve and authorize the City Manager to execute The Square at Rockville City Center Memorandum of Understanding (MOU) between the Mayor and Council and Morguard Commercial Retail Owner and Morguard Commercial Residential Owner.

**12. Worksession - 6:55 PM**

- A.** Fourth Work Session on the Zoning Ordinance Rewrite (ZOR): Uses, Parking, and Planning Commission Work Session Updates on FAST Development Review Process Recommendations

**13. Mock Agenda - 7:55 PM**

- A.** Mock Agenda

**14. Old / New Business -8:00 PM****15. Adjournment - 8:15 PM**



MAYOR AND COUNCIL Meeting Date: August 4, 2025  
Agenda Item Type: PROCLAMATION  
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE  
Responsible Staff: DANNY WINBORNE

## Subject

Proclamation Declaring August 5, 2025, as National Night Out in Rockville, Maryland

---

## Department

City Clerk/Director of Council Operations Office

---

## Recommendation

Staff recommends the Mayor and Council read and present proclamation to Chief Jason West.

---

## Discussion

**National Night Out** is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie, making our neighborhoods safer and more caring places to live. National Night Out strengthens the relationship between neighbors and law enforcement, fostering a sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together in a positive setting.

Millions of neighbors take part in National Night Out across thousands of communities from all fifty states, U.S. territories, and military bases worldwide on the first Tuesday in August (Texas and select areas celebrate on the first Tuesday in October). Neighborhoods host block parties, festivals, parades, cookouts, and various other community events with safety demonstrations, seminars, youth events, visits from emergency personnel, exhibits, and much, much more.

Source: <https://natw.org/about/>

The **42nd Annual National Night Out** will be held on Tuesday, August 5, 2025. National Night Out is a family and community-oriented crime/drug prevention event sponsored by the National Association of Town Watch.

Neighborhood groups in Rockville will join forces with thousands of other communities across the country on August 6th to:

- Heighten awareness of crime and drug prevention efforts;
- Generate support for, and participation in, local anti-crime programs;
- Strengthen neighborhood spirit and police-community engagement and partnerships; and
- Send a message to criminals letting them know that neighborhoods are organized to fight crime through community awareness.



National Night Out has proven to be an effective, inexpensive, and enjoyable program to promote neighborhood and police-community partnerships in our fight for a safer Rockville. The benefits that the City derives from National Night Out extend beyond the one night.

---

### Mayor and Council History

Rockville's Mayor and Council recognize this annual event held every year on the first Tuesday in August with a proclamation and visits to participating neighborhoods.

---

### Public Notification and Engagement

The Mayor and Council, and the City of Rockville will participate in National Night Out events throughout the City of Rockville. The Community is encouraged to attend neighborhood events recognizing National Night Out.

#### NATIONAL NIGHT OUT - 2025 EVENTS LIST

PARTY NAME	Party Location/Time	Time	Host/Contact
Charles St	100 Blk of Charles St	6:30 – 10:00 pm	Mike and Deb Stahl
Mt. Calvary Baptist	608 N. Horners Ln	6:00 - 8:00 pm	Yvette Yeboah-Schools / Rev. Barry Moultrie
Lincoln Park/First St (joining Mt. Calvary			
Silver Rock (Scott Ave)	1100 Blk of Scott Ave	6:00 – 10:00 pm	David Smith, Lena Choudhary,
Lawrence Dr	300 Blk of Lawrence Dr.	6:00 – 8:30 pm	Gareth Stonebraker
Twinbrook Forest	2000 Blk of MacDowell St	7:30 – 9:30 pm	Carlos Moraes (NEED CONFIRMATION)
Twinbrook Pool	13027 Atlantic Ave	5:00 – 8:00 pm	Grace Lawson
Anderson Ave (W. End)	500 Blk of Anderson Ave	6:00 - 9:00 pm	Liza Ford, Mary Earley
Anderson Ave #2 (W. end)	700 Blk of Anderson Ave	6:00 – 9:00 pm	Natalie Pearce, Douglass Lunenfeld, Melissa Kottler
W. End	700 Blk of Beall Ave	6:30 – 9:30pm	Bill Kenealy
Carr Ave (W. End)	500 Blk of Carr Ave	6:00 – 9:00 pm	Eric Schwinder
Car Ave (W. End, # 2)	700 Blk of Carr Ave	5:30 – 8:30pm	Elaine Gebell, Julia Zimmerman
Roxboro (W. End)	700 Blk of Brent Rd	6:30 – 10:00 pm	Ann Barnhill

Woodley Gardens Park	900 Nelson St (pavilion)	6:00 – 9:00 pm	Jan Ham, Megan Meekin, Karen Friend
Americana Centre	4 Monroe St (rear at Plaza Deck)	6:00 - 8:00 pm	Reena Vohra (VISITOR SPACES WILL BE BLOCKED OFF WITH CONES FOR PARKING. PLEASE PUT BACK WHEN LEAVING).
Monument St (Ballpark)	198 Monument St	6:00 – 8:00 pm	Laura Quesnel
Rockshire - Top of The Court	In the court in front of 7 Surry Ct	6:00 – 9:00 pm	Debbie Koss
Rose Hills Falls (Tennis Courts)	200 blk Blaze Climber Way	6:00 – 7:30pm	Aileen Klein
Willowleaf Way (in the court)	1031 Willowleaf Way	6:00 – 9:00 pm	Maura Kilner
Bealls Grant Apt's	254 N. Washington St	4:30 – 8:00 pm	Jhohan Guzman
College Gardens	615 College Pkwy (Park Pavilion)	6:30 – 9:00 pm	John Hayes, Jennifer Weiland
King Farm Community Center	300 Saddle Ridge Cir	6:30 – 9:00 pm	Andrea Escher

## Attachments

Proclamation Declaring August 5, 2025, as National Night Out in Rockville, Maryland.pdf



**WHEREAS**, the National Association of Town Watch is sponsoring a unique nationwide crime and drug prevention program on **August 5, 2025**, called “**National Night Out;**” and

**WHEREAS**, the **42nd Annual National Night Out** provides a unique opportunity for Rockville residents to join forces with thousands of other communities across the country to promote cooperative police-community crime and drug prevention efforts; and

**WHEREAS**, the residents of Rockville communities play a vital role in assisting the Rockville City Police Department through joint crime, drug, and violence prevention efforts in the City and are supporting **National Night Out 2025** locally; and

**WHEREAS**, all residents of Rockville must be aware of the importance of crime prevention programs and the impact that their participation has on reducing crime and drug abuse in the community.

**NOW, THEREFORE**, the Mayor and Council of the City of Rockville, Maryland, do hereby proclaim **August 5, 2025**, as **NATIONAL NIGHT OUT** and urge the entire Rockville community to be part of this special event and participate in the fight against crime and drugs.



  
Monique Ashton, Mayor

  
Kate Fulton, Councilmember

  
Izola (Zola) Shaw, Councilmember

  
Barry Jackson, Councilmember

  
Marissa Valeri, Councilmember

  
David Myles, Councilmember

  
Adam Van Grack, Councilmember

**August 5, 2025**



MAYOR AND COUNCIL Meeting Date: August 4, 2025  
Agenda Item Type: APPOINTMENTS & REAPPOINTMENTS  
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE  
Responsible Staff: VERONICA MITCHELL

## **Subject**

Board and Commission Appointment and Reappointment

---

## **Recommendation**

The Mayor put forth the following nomination for membership to the Boards and Commissions for confirmation by Councilmembers.

### **Community Policing Advisory Board**

Eddie Friedman- a change from an alternate member to full member to serve an expired term until February 1, 2027.

### **Cultural Arts Commission**

Frances Bevington- reappointment to serve a full three-year term until July 1, 2028.

### **Rockville Sister Cities**

David Hill- reappointment to serve a full three-year term until July 1, 2028.

## **Attachments**



MAYOR AND COUNCIL Meeting Date: August 4, 2025

Agenda Item Type: PRESENTATION

Department: CITY MANAGER'S OFFICE (CMO)

Responsible Staff: DAVE GOTTESMAN

---

## **Subject**

Results Rockville Update – Public Dashboards

---

## **Department**

City Manager's Office (CMO)

---

## **Recommendation**

Staff recommend the body accept the presentation and walk-through of several new public-facing dashboards for a variety of city plans and initiatives.

---

## **Mayor and Council History**

On March 3, 2025, staff shared with the body the business case for why the city obtained software to track our plans and initiatives, the features of the Envisio tool in use, and a roadmap for the “Results Rockville” framework for sharing both internally and with the public the progress being made on work being performed by city staff for our community.

---

## **Next Steps**

Staff are activating a “Results Rockville” landing page on the city’s website and the dashboards that are ready for public consumption, and conducting outreach to build public awareness. Staff are also actively working on the next set of dashboards to launch in the September-October timeframe.

---

## **Attachments**



MAYOR AND COUNCIL Meeting Date: August 4, 2025  
Agenda Item Type: CONSENT  
Department: HOUSING AND COMMUNITY DEVELOPMENT  
Responsible Staff: JANE LYONS-RAEDER

---

## **Subject**

Authorization for the City Manager to Execute the Moderately Priced Dwelling Unit Homeownership Program Agreement and Approval of and Authorization for the City Manager to Execute the Declaration of Restrictive Covenants for Tower Preserve between the Mayor and Council of Rockville and Michael Harris at Tower, LLC., Subject to Approval as to Legal Form by the City Attorney.

---

## **Department**

Housing and Community Development

---

## **Recommendation**

Staff recommends that the Mayor and Council authorize the City Manager to execute the Moderately Priced Dwelling Unit (MPDU) Program Agreement and approve and authorize the City Manager to execute the Declaration of Restrictive Covenants between the Mayor and Council of Rockville and Michael Harris at Tower, LLC.

---

## **Discussion**

Per Section 13.5-5(a) of the City Code on Moderately Priced Housing, prior to obtaining a building permit, an applicant must submit a written MPDU program agreement that has been approved by the Mayor and Council and the City Attorney to the building permit application. A substantially final version of the MPDU Homeownership Program Agreement is attached, ready for the Mayor and Council to approve and to authorize the City Manager to execute on the Mayor and Council's behalf.

The attached MPDU Homeownership Program Agreement (Attachment 1) is for the Tower Preserve Development. The applicant will be constructing 82 townhomes, including 13 townhomes designated as moderately priced dwelling units, among other associated improvements at 2000 and 2200 Tower Oaks Boulevard.

Per Section 13.5-5(l), the application must execute and record covenants. This is to assure that the restrictions included in Section 13.5-5 run with the land for the entire period of control and bind the applicant, any assignee, mortgagee, or buyer, and all other parties that receive title to

the property. The covenants are to be senior among the instruments for securing permanent financing. Staff and the City Attorney's Office drafted the Declaration of Restrictive Covenants (Attachment 2) for Michael Harris at Tower, LLC.

---

### **Mayor and Council History**

On October 30, 2023, the Mayor and Council adopted Resolution No. 15-23 approving Project Plan Application PJT2023-00015, allowing for, among other things, the development of 82 townhouses, associated amenities and infrastructure, and a parking reduction for the existing office building located at 2000 Tower Oaks Boulevard.

---

### **Next Steps**

The MPDU Homeownership Program Agreement and Declaration of Restrictive Covenants between the Mayor and Council and Michael Harris at Tower, LLC for Tower Preserve will be finalized for execution by all parties.

---

### **Attachments**

Tower Preserve MPDU Program Agreement, Tower Preserve Deed of Declaration of Restrictive Covenants

---

**CITY OF ROCKVILLE, MARYLAND**  
**MODERATELY PRICED DWELLING UNITS PROGRAM AGREEMENT**  
(For Sale Units)

---

This **MODERATELY PRICED DWELLING UNITS PROGRAM AGREEMENT – FOR SALE UNITS** (this “**Agreement**”) is entered into as of this \_ day of \_\_\_\_\_ 2025 (the “**Effective Date**”) by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and municipal corporation of the State of Maryland (the “**Mayor and Council**”) and **MICHAEL HARRIS AT TOWER, LLC**, a Maryland limited liability company, qualified to conduct business in the State of Maryland, having a principal address at 6345 Executive Blvd., Rockville, Maryland 20852 (the “**Owner**”). Individually, the Mayor and Council and the Owner may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

**RECITALS**

- A. **WHEREAS**, on December 13, 2023, the Owner submitted Level 2 Site Plan Application #2024-00473 (“**STP #2024-00473**”) to the City of Rockville Department of Community Planning and Development Services (“**CPDS**”), and on July 24, 2024, the Planning Commission for the City of Rockville (the “**Planning Commission**”) approved STP #2024-00473 to allow for (i) the construction of eighty-two (82) townhomes, (ii) the construction of a community green, a tot lot, public streets, private alleys, and other associated improvements on 2200 Tower Oaks Boulevard, (iii) the installation of bicycle parking at 2000 Tower Oaks Boulevard (collectively, the “**Tower Preserve Development**”), on an approximately 6.1 acre site, identified as Development Area 4 of the Tower Oaks Planned Development (the “**Tower Preserve Real Property**”), subject to certain conditions, including a condition that the Owner submit for review and approval by the Planning Commission final record plat applications to dedicate streets to public use and resubdivide the Tower Preserve Real Property into new record lots for the Tower Preserve Development (the “**Final Record Plat Condition**”), which final record plats must be approved and recorded prior to the issuance of building permits for the Tower Preserve Development; and
- B. **WHEREAS**, on October 30, 2023, the Mayor and Council adopted Resolution No. 15-23 (the “**Project Plan Resolution**”) approving Project Plan Application PJT2023-00015, allowing for, among other things, the development of 82 Townhouses, associated amenities and infrastructure and an 18% parking reduction for the existing Office Building located at 2000 Tower Oaks Boulevard within Development Area 4 of the Tower Oaks Planned Development; and
- C. **WHEREAS**, on October 11, 2024, the Owner submitted Final Record Plat applications #PLT2025-00627, #PLT2025-00628, #PLT2025-00629, and #PLT2025-00630 (“**Plat Applications**”) to CPDS in accordance with STP #2024-00473, and on March 12, 2025, the Planning Commission approved the Plat Applications to allow for the resubdivision of



the Tower Preserve Real Property as described on **Exhibit A**, attached hereto (the “**Tower Preserve Townhomes Real Property**”) as contemplated by STP #2024-00473; and

- D. WHEREAS**, the Owner was formed and organized as a Maryland limited liability company for the purpose of, among other things forming, developing, financing, constructing, owning and selling up to eighty-two (82) residential townhouse dwelling units with front or rear-loaded garages (the “**Tower Preserve Townhouse Units**”) on the 82 Lots; and
- E. WHEREAS**, pursuant to the Project Plan Resolution and STP #2023-00473, a minimum of thirteen (13) townhouse units constructed in the Tower Preserve Development are required to be designated as moderately priced dwelling units (“**Moderately Priced Dwelling Units**” or “**MPDUs**”) in accordance with Chapter 13.5 of the Rockville City Code (the “**MPDU Ordinance**”) and the associated City of Rockville, Maryland Moderately Priced Housing Regulations (the “**MPDU Regulations**”) which must be reserved for sale to Eligible Households (as defined below) (the “**Rockville Affordable Housing Contribution Requirement**”); and
- F. WHEREAS**, pursuant to the MPDU Ordinance and the terms of this Agreement, the Owner shall designate, administer, and sell thirteen (13) Tower Preserve Townhouse Units as MPDUs (the “**MPDU Townhouse Units**”), of which (i) four (4) shall be reserved for sale to and occupancy by Eligible Households with annual incomes at or below fifty percent (50%) of the Area Median Income, (ii) four (4) shall be reserved for sale to and occupancy by Eligible Households with annual incomes at or below sixty percent (60%) of the Area Median Income, and (iii) five (5) shall be reserved for sale to and occupancy by Eligible Households with annual incomes at or below eighty percent (80%) of the Area Median Income; and
- G. WHEREAS**, as required by the MPDU Ordinance, (i) in order to obtain a building permit for all or portions of the Tower Preserve Development, the Owner is required to submit to the CPDS a fully executed copy of this Agreement that has been approved by the Mayor and Council and the City Attorney, and (ii) the Owner is required to execute certain documents in order to evidence compliance with the Rockville Affordable Housing Contribution Requirement and, pursuant thereto, the Owner’s execution of this Agreement and Tower Preserve MPDU Restrictive Covenant (as defined below) shall evidence such compliance, as more particularly set forth below.

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

## ARTICLE I INCORPORATION OF RECITALS; DEFINITIONS; AND EXHIBITS

**Section 1.01. Incorporation of Recitals.** The foregoing recitals above 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 foregoing recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.

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

***“Area Median Income”*** or ***“AMI”*** means the median income for the Washington, DC-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area, adjusted for Household Size, as published from time to time by HUD pursuant to Section 4 of the United States Housing Act of 1937.

***“DHCD”*** means the City of Rockville Department of Housing and Community Development.

***“Director”*** means the Director of the City of Rockville Department of Housing and Community Development.

***“Eligible Household”*** means a person or household whose annual gross income qualifies the person or household to participate in the Mayor and Council’s moderately priced dwelling unit (MPDU) homeownership program, as determined by the City Manager or his authorized designee.

***“Eligibility List”*** means the list, maintained by DHCD in accordance with the MPDU Ordinance, of Eligible Households who are seeking to purchase moderately priced dwelling units in the City of Rockville pursuant to the Mayor and Council’s moderately priced dwelling unit (MPDU) homeownership program.

***“Household Size”*** means the actual number of persons in the Eligible Household.

***“Housing Agency”*** means the Rockville Housing Enterprises, the successor entity to the Housing Authority of the City of Rockville, or such other agency or organization as the Mayor and Council may designate.

***“HUD”*** means the United States Department of Housing and Urban Development.

***“Owner”*** means Michael Harris at Tower, LLC, a Maryland limited liability company, qualified to do business in the State of Maryland, having a principal address of 6345 Executive Blvd., Rockville, Maryland 20852, and its successors and approved assigns.

**“Moderately Priced Dwelling Unit”** or **“MPDUs”** shall have the meaning described in the Recitals.

**“MPDU Ordinance”** shall have the meaning described in the Recitals.

**“MPDU Regulations”** shall have the meaning described in the Recitals.

**“MPDU Restrictive Covenants”** means that certain *Deed of Declaration of Restrictive Covenants and Conditions for the Mayor and Council of Rockville’s Moderately Priced Dwelling Unit (MPDU) Homeownership Program*, dated the Effective Date and recorded among the Montgomery County, Maryland land records (the **“Land Records”**) by the Owner for the benefit of the Mayor and Council and its MPDU Home Ownership Program, containing covenants, conditions and restrictions regarding the ownership, operation, use, sale and occupancy of each MPDU Townhouse Unit during the MPDU Townhouse Unit Compliance Control Period, substantially in the form attached hereto as **Exhibit B**.

**“MPDU Townhouse Unit Compliance Control Period”** means the thirty (30) year period commencing upon the date of the first sale and settlement of each MPDU Townhouse Unit and terminating thirty (30) years later at 11:59 p.m., during which time the Owner covenants and agrees for itself, its successors, or its assigns, that each MPDU Townhouse Unit shall be conveyed subject to the MPDU Restrictive Covenants and Article II of this Agreement.

**“MPDU Townhouse Units”** shall have the meaning described in the Recitals.

**“Priority Eligibility List”** means that certain list, maintained by DHCD, of Eligible Households who are seeking to purchase moderately priced dwelling units in the City of Rockville pursuant to the Mayor and Council’s moderately priced dwelling unit homeownership program, that includes: (i) persons in an Eligible Households that live or work within the corporate boundaries of the City of Rockville, (ii) Eligible Households that are headed by a person or persons over the age of fifty-five, or (iii) Eligible Households that are seeking to purchase an MPDU with 3 or more bedrooms.

**“Priority Marketing Period”** means the ninety (90) day period, as determined by DHCD, during which time only Eligible Households who are listed on the Priority Eligibility List may contract to purchase MPDUs listed in an Offering Notice.

**“Project Plan Resolution”** shall have the meaning described in the Recitals.

**“Rockville Affordable Housing Contribution Requirement”** shall have the meaning described in the Recitals.

**“STP #2024-00473”** shall have the meaning described in the Recitals.

**“Term”** means from the Effective Date through the date of the closing of the sale of the last MPDU Townhouse Unit, during which time the Owner covenants and agrees for itself, its

successors or its assigns under this Agreement, to comply with each restriction and covenant set forth in the MPDU Restrictive Covenants and this Agreement.

***“Tower Preserve Development”*** shall have the meaning described in the Recitals.

***“Tower Preserve Real Property”*** shall have the meaning described in the Recitals.

***“Tower Preserve Townhouse Lots”*** shall have the meaning described in the Recitals.

***“Tower Preserve Townhouse Units”*** shall have the meaning described in the Recitals.

**Section 1.03. General.** Any capitalized term to which a meaning is expressly given in this Agreement shall have the meaning assigned to it hereunder, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders.

**Section 1.04. Exhibits.** The following Exhibits are attached to this Agreement and are fully incorporated into this Agreement by this reference as if fully set forth herein:

Exhibit A	Legal Description of the Tower Preserve Townhomes Real Property
Exhibit B	Form of MPDU Restrictive Covenants
Exhibit C	Construction Staging Plan

## ARTICLE II ROCKVILLE AFFORDABLE HOUSING CONTRIBUTION COVENANTS

**Section 2.01. General Covenant.** In accordance with the MPDU Ordinance, the Owner hereby covenants and agrees for itself, its successors, and its assigns, to comply with each restriction and covenant set forth in the MPDU Restrictive Covenants and this Article II for the duration of the Term.

**Section 2.02. Affordable Housing Contribution Requirement – Designation of MPDUs.**

(a) Intentionally Omitted.

(b) MPDU Townhouse Units. The Owner covenants and agrees to comply with the Rockville Affordable Housing Contribution Requirement and the MPDU Ordinance by designating the following thirteen (13) residential townhouse units on the Tower Preserve Townhouse Lots as Moderately Priced Dwelling Units solely for sale to and occupancy by Eligible Households pursuant to the terms of this Agreement and the MPDU Townhouse Unit Restrictive Covenants:

Address	Tax ID Number	Eligible Household Maximum Income	Number Of BRs/ BAs	Approx. NET Sq Ft	Initial Maximum Sale Price
1. 2124 Towler Street	04-03903443	80% AMI	3 /2	1200 min	\$340,000
2. 2120 Towler Street	04-03903454	50% AMI	3 /2	1200 min	\$195,000
3. 2116 Towler Street	04-03903465	60% AMI	3 /2	1200 min	\$245,000
4. 2221 Hillpark Lane	04-03903578	80% AMI	3 /2	1200 min	\$340,000
5. 2225 Hillpark Lane	04-03903580	60% AMI	3 /2	1200 min	\$245,000
6. 2229 Hillpark Lane	04-03903591	80% AMI	3 /2	1200 min	\$340,000
7. 2317 Rosefield Lane	04-03903693	60% AMI	3 /2	1200 min	\$245,000
8. 2321 Rosefield Lane	04-03903705	50% AMI	3 /2	1200 min	\$195,000
9. 2333 Rosefield Lane	04-03903738	60% AMI	3 /2	1200 min	\$245,000
10. 2337 Rosefield Lane	04-03903740	50% AMI	3 /2	1200 min	\$195,000
11. 2240 Towler Street	04-03903864	80% AMI	3 /2	1200 min	\$340,000
12. 2220 Towler Street	04-03903911	80% AMI	3 /2	1200 min	\$340,000
13. 2216 Towler Street	04-03903922	50% AMI	3 /2	1200 min	\$195,000

(c) Intentionally Omitted.

**Section 2.03. Construction of MPDU Townhouse Units.**

(a) Construction Staging. In accordance with the MPDU Ordinance, and pursuant to that certain plan for staging construction of the Tower Preserve Townhouse Units (the “**Construction Staging Plan**”), attached hereto as **Exhibit C**, the Owner covenants and agrees to construct, or cause to be constructed, the MPDU Townhouse Units contemporaneously with or

before the market-rate Tower Preserve Townhouse Units within the phase of the Tower Preserve Development complex, as provided for in the Construction Staging Plan.

(b) The Owner covenants and agrees that each MPDU Townhouse Unit constructed shall be comparable in infrastructure, construction quality, and exterior design to market-rate units constructed on the Tower Preserve Real Property. Interior features and finishes must be durable, of good quality, and consistent with contemporary standards for new housing and comparable in quality to the market-rate units constructed on the Tower Preserve Real Property.

(c) The Owner covenants and agrees that each MPDU Townhouse Unit constructed shall comply with all applicable local, state and federal laws, statutes, ordinances and regulations necessary to permit occupancy of the MPDU Townhouse Units.

(d) The Owner covenants and agrees that, upon completion of construction and prior to the sale of each MPDU Townhouse Unit, the City Manager or his authorized designee shall have the right to perform on-site inspections during normal business hours after reasonable prior written notice to the Owner in order to confirm compliance with the terms of this Agreement. The Owner shall cooperate with any such inspection.

#### **Section 2.04. Offering of MPDU Townhouse Units.**

(a) Offering to the General Public. The Owner covenants and agrees to offer the MPDU Townhouse Units to the general public for sale to Eligible Households in accordance with the MPDU Ordinance and the terms of this Agreement.

(b) Offering Notice. Prior to offering any MPDU Townhouse Unit for sale, the Owner covenants and agrees that it shall provide the DHCD Director with an “**Offering Notice**” that shall include the following information:

- i. The number of MPDU Townhouse Units being offered for sale;
- ii. The bedroom mix of the MPDU Townhouse Units being offered for sale;
- iii. The floor area for each MPDU Townhouse Unit type being offered for sale;
- iv. A description of the marketing standard features offered in each MPDU Townhouse Unit being offered for sale;
- v. A statement of the availability of MPDU Townhouse Units for sale, including information regarding any mortgage financing available to potential buyers;
- vi. The date on which the Owner will be ready to begin marketing the MPDU Townhouse Units listed in the Offering Notice to Eligible Households;

- vii. A vicinity map of the area where the MPDU Townhouse Units that will be offered are located; and
- viii. A fully executed copy of the approved development, subdivision or site plan, as applicable, for the Tower Preserve Development, and such information or documents as the DHCD Director may reasonably require.

(c) Acceptance of Offering Notice. In accordance with the MPDU Ordinance, upon acceptance by the DHCD Director of a complete Offering Notice, the DHCD Director shall:

- i. notify the Housing Agency that it has an option to purchase up to 33 and 1/3% of the MPDU Townhouse Units listed in the Offering Notice (In order to exercise its option, the Housing Agency must submit to the Owner, within twenty-one (21) calendar days of receipt of the notification from the DHCD Director, a notice of intent to exercise its option to purchase specific MPDU Townhouse Units); and

- (d) notify the Owner (A) as to when the Priority Marketing Period will begin for the available MPDU Townhouse Units listed in the Offering Notice, and (B) as to whether the Owner will be required to offer the available MPDU Townhouse Units listed in the Offering Notice to Eligible Households pursuant to a lottery or by another method that will assure that Eligible Households will have an equitable opportunity to purchase the available MPDU Townhouse Units not otherwise purchased by the Housing Agency.

## **Section 2.05. Initial Sale of MPDU Townhouse Units and MPDU Condominium Units.**

(a) Sale – Eligible Households on the Priority Eligibility List.

- i. During the ninety (90) day Priority Marketing Period, all of the MPDU Townhouse Units listed in the Offering Notice (excluding those units that the Housing Agency will purchase pursuant to its option) shall be exclusively offered for sale to Eligible Households selected from the Priority Eligibility List, in accordance with DHCD's notification, marketing, and selection procedures. The Owner shall make a good faith effort to enter into purchase contracts with Eligible Households selected from the Priority Eligibility List during the Priority Marketing Period.

- ii. Notwithstanding subsection (a)i., the Owner shall not offer any MPDU Townhouse Units for sale to an Eligible Household selected from the Priority Eligibility List, unless and until the Owner has first executed and recorded the MPDU Restrictive Covenants among the Land Records.

(b) Sale – Eligible Households on the Eligibility List. If any of the MPDU Townhouse Units listed in the Offering Notice remain unsold after the Priority Marketing Period, then all of the remaining unsold MPDU Townhouse Units listed in the Offering Notice shall be offered for sale to Eligible Households selected from the Eligibility List, in accordance with DHCD's notification, marketing, and selection procedures.

(c) Purchase Contract. A final executed copy of purchase contract for each MPDU Townhouse Unit must be delivered to the DHCD Director no later than thirty (30) days prior to settlement. The purchase contract for each MPDU Townhouse Unit must include a notice provision which fully and completely discloses the resale price restrictions and controls established in this Agreement.

(d) Notification, Marketing, and Selection Procedures. The Owner covenants and agrees to comply with all notification, marketing, and selection procedures established by the DHCD Director in order to assure Eligible Households an equitable opportunity to purchase available MPDU Townhouse Units listed in the Offering Notice.

#### **Section 2.06. Maximum Sale Price Restrictions; Limit on HOA and Condominium Fees.**

(a) In accordance with the MPDU Ordinance, the Owner covenants and agrees that the MPDU Townhouse Units shall not be sold by the Owner at prices that exceed the initial maximum sale prices established by the Mayor and Council, as listed in Section 2.02(b).

(b) The Owner covenants and agrees that the owners of the MPDU Townhouse Units shall have full access to all amenities provided to owners of the market-rate Tower Preserve Townhouse Units, if any, subject to the rules, regulations and conditions governing the use of these facilities for all owners as reasonably established by the Owner, its agent, or a home owners association created for the Tower Preserve Development (“**HOA**”). For the duration of the MPDU Townhouse Unit Compliance Control Period, each owner of a MPDU Townhouse Unit shall pay no more than fifty percent (50%) of the regular monthly HOA assessment charged to owners of the market-rate Tower Preserve Townhouse Units. The fifty percent (50%) cap on regular monthly HOA assessments for each owner of a MPDU Townhouse Unit will not apply to special HOA assessments charged to such owner.

#### **Section 2.07. Buyer Certification.**

(a) In accordance with the MPDU Ordinance, every buyer of a MPDU Townhouse Unit shall certify on a certificate prescribed by the City Manager (the “**Certificate of Eligibility**”) that such buyer will be purchasing the MPDU Townhouse Unit under the Mayor and Council of Rockville’s MPDU Homeownership Program for such buyer’s own use, or as the primary residence of the buyer’s family. A copy of each Certificate of Eligibility must be provided to the DHCD Director and must be maintained on file with DHCD.

(b) The Owner covenants and agrees that it shall not sell any MPDU Townhouse Units without first obtaining the buyer’s Certificate of Eligibility.

#### **Section 2.08. Required Deed Language.**

(a) The Owner covenants and agrees that each deed from the Owner to the initial purchaser of a MPDU Townhouse Unit shall contain the following language setting forth



that the townhouse unit being conveyed is subject to the MPDU Restrictive Covenants, and that all future deeds transferring the MPDU Townhouse Unit being conveyed shall be subject to the MPDU Restrictive Covenants for the duration of the MPDU Townhouse Unit Compliance Control Period:

*THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each of Grantee's, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.*

(b) Intentionally Omitted.

(c) The Owner covenants and agrees that during the Term, the Owner shall submit to the DHCD Director a copy of each fully executed purchase agreement and, upon closing of the sale of each MPDU Townhouse Unit, the closing statement and a copy of the recorded deed. Further, the Owner covenants and agrees to provide any additional information reasonably requested by the DHCD Director. The City Manager or his written designee shall have the right to examine and make copies of all books, records or other documents of the Owner which pertain to the MPDU Townhouse Units.

**Section 2.09. Intentionally Omitted.**

**Section 2.10. Term of this Agreement.** The Parties hereby declare their express intent that the covenants and restrictions set forth in this Article II shall bind the Owner during the Term. Upon the expiration of the Term (*i.e.*, the closing date of the sale of the last MPDU Townhouse Unit, subject to the terms of this Agreement), the Owner shall have no further obligation under this Article II. Every contract, deed or other instrument hereafter executed covering MPDU Townhouse Units during the Term, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument.

**Section 2.11. Restrictive Covenants to Run with the Land.** The Owner covenants and agrees to record in the Land Records the MPDU Restrictive Covenants, dated the Effective Date, substantially in the form attached hereto as **Exhibit B**. The Mayor and Council and the Owner hereby declare their express intent that the MPDU Restrictive Covenants shall run with the land and shall bind all successors in title to each of the MPDU Townhouse Units. All deeds to purchasers of the MPDU Townhouse Units shall state that the real property which is encumbered by such deed is subject to the MPDU Restrictive Covenants for the duration of the MPDU Townhouse Unit Compliance Period as set forth in Section 2.08(a) above. The City Manager (or his authorized designee) shall administer, implement, and enforce the requirements of the MPDU Restrictive Covenants for every MPDU Townhouse Unit. After the initial sale of the MPDU

Townhouse Units by the Owner, the Owner shall have no obligation to administer, implement or enforce the MPDU Restrictive Covenants.

### **ARTICLE III**

#### **REPRESENTATIONS AND WARRANTIES OF THE OWNER**

The Owner 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 in any material respect, the Owner shall promptly give written notice of such fact or condition to the City Manager or his written designee, and (iii) acknowledge that the Mayor and Council shall rely upon the Owner's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council:

##### **Section 3.01. Organization.**

(a) Intentionally Omitted.

(b) The Owner is duly organized, validly existing and in good standing under the laws of the State of Maryland, is duly qualified to do business under the laws of the State of Maryland and has the power and authority to own the Tower Preserve Real Property and carry on its business as now being conducted.

(c) Intentionally Omitted.

**Section 3.02. Authority of the Owner.** The Owner 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 3.03. 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 Owner, and all actions required under the Owner'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 3.04. Valid Binding Agreements.** This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed, and delivered constitute, legal, valid, and binding obligations of the Owner enforceable against the Owner in accordance with their respective terms, subject to laws affecting creditors rights and principles of equity.

**Section 3.05. No Breach of Law or Agreement.** To the knowledge of the Owner, neither the execution nor delivery of this Agreement nor 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 Owner, or any provision of the organizational documents of the Owner, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Owner is a Party, or will result in the creation or imposition of any lien upon assets or property of the Owner.

**Section 3.06. Pending Proceedings.** To the Owner's knowledge, the Owner is not in default in any material respect under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Owner, threatened against or affecting the Owner or the Tower Preserve Townhomes Real Property, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Owner, materially affect the Owner's obligations under this Agreement.

**Section 3.07. Title to Land.** At the time of recordation of the MPDU Restrictive Covenants, the Owner shall have good and marketable fee title to the Tower Preserve Townhomes Real Property, subject to any ground leases, mortgages, deeds of trusts, easements, rights of way, and other encumbrances, none of which interferes with the use and intended use of Tower Preserve Townhomes Real Property or the MPDU Restrictive Covenants.

**ARTICLE IV  
MISCELLANEOUS PROVISIONS**

**Section 4.01. Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Owner and Mayor and Council shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

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

*With copies to:*

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

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

Department of Housing and Community Development  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: Ryan Trout, Director

**To the Owner:** Michael Harris at Tower, LLC  
6345 Executive Boulevard  
Rockville, Maryland 20852  
Attn: Harris Schwalb

*With copies to:*

Lerch, Early & Brewer, Chtd.  
7600 Wisconsin Ave, Suite 700  
Bethesda, Maryland 20814  
Attn: Erin E. Girard

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 third (3<sup>rd</sup>) 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 4.02. Relationship of Parties.** The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.

**Section 4.03. 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 4.04. Indemnification.** The Owner shall indemnify, defend and hold the Mayor and Council and its respective officers, employees, agents, successors and assigns harmless from and against: (a) any and all claims, liabilities and losses whatsoever (together with any expenses directly related thereto, including but not limited to, damages, court costs and reasonable attorneys’ fees) occurring to or resulting from any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, (b) any and all claims, liabilities and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Owner’s performance of this Agreement, including but not limited to any such claims, liabilities or losses which occur on the Tower Preserve Townhomes Real Property, and (c) such claims, liabilities, or losses which arise out of the renovation, construction and operation of the Tower Preserve Townhomes Real Property. “Owner’s performance” includes Owner’s action or inaction and the action or inaction of the Owner’s officers, employees, agents, contractors, and subcontractors. This indemnification and hold harmless obligation shall not extend to any claim arising solely out of the gross negligence or willful misconduct of the Mayor and Council, DHCD, and its respective employees and agents. The provision of this Section 4.04 shall survive the expiration of the MPDU Townhouse Unit Compliance Control Period.

**Section 4.05. Non-Liability of Officials, Employees and Agents.** No member of the Mayor and Council or any of its respective officers, employees, successors or agents shall be personally liable to the Owner in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Owner or its respective successors or assigns or on any obligation under the terms of this Agreement.

**Section 4.06. 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 4.07. Parties Bound.** Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land shall bind the Owner and its respective successors and assigns for the entire Term, and the benefit hereof shall inure to the benefit of the Mayor and Council and its successors and assigns.

**Section 4.08. 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 4.09. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. The Parties consent to the jurisdiction and venue of the Circuit Court for Montgomery County, Maryland.

**Section 4.10. Liability of the Mayor and Council.** The Mayor and Council, by the acceptance and performance of this Agreement does not assume any liability (other than to the Owner pursuant to the terms hereof), and the Owner hereby releases the Mayor and Council and any of its individual agents or employees from any such liability, and no claim shall be made by the Owner upon the Mayor and Council or such employees or agents for or on account of any matter or thing.

**Section 4.11. Exhibits.** All Exhibits referred to in this Agreement are by such references fully incorporated herein.

**Section 4.12. 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 with respect to the Rockville Affordable Housing Contribution Requirement. 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 4.13. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**Section 4.14. Language Construction.** The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

**Section 4.15. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.

**Section 4.16. 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 City of Rockville's elected and appointed officials, officers, and employees, except as set forth in Section 4.04 above.

**Section 4.17. Violation.** Any breach, default, or violation of or under this Agreement by the Owner that is not cured within a reasonable period of time after written notice by the City Manager shall also be considered a violation of the MPDU Ordinance.

(Signature pages to follow)



**IN WITNESS WHEREOF**, the Mayor and Council and the Owner have each executed, or caused to be duly executed, this Moderately Priced Dwelling Units Program Agreement – For Sale Units 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

**ATTEST**

By: \_\_\_\_\_  
Sara Taylor-Ferrell, City Clerk / Director of  
Council Operations

**OWNER**

**Michael Harris at Tower, LLC**, a Maryland limited liability company.

**By: Tower Manager, LLC**, a Maryland limited liability company, Manager

By: \_\_\_\_\_

Name: Harris Schwalb

Title: Manager

**ACKNOWLEDGMENT**

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, personally appeared Harris Schwalb, who acknowledged himself to be the Manager of Michael Harris at Tower, LLC, a Maryland limited liability company and named as Owner in the above instrument, and that he, as Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Michael Harris at Tower, LLC, a Maryland limited liability company by him as the Manager of said Michael Harris at Tower, LLC.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Serial Number: \_\_\_\_\_

---

**Exhibit A**  
**LEGAL DESCRIPTION OF**  
**TOWER PRESERVE TOWNHOMES REAL PROPERTY**

---

**Legal Description**

All those lots or parcels of land, together with the improvements thereon and appurtenances thereunto belonging, lying, situate and being in the City of Rockville, Montgomery County, Maryland, being more particularly described as follows:

All of Parcel E, Block A, and Lots 1 through 8 and Parcel D, Block B, Tower Preserve, recorded as Plat No. 26231 in the Land Records for Montgomery County (“Land Records”), and Lots 9 through 53, Parcels A, B, and C, Block B, Tower Preserve, recorded as Plat No. 26232 in the Land Records, and Lots 18 through 29, Parcel A, Block A, Tower Preserve, recorded as Plat No. 26233 in the Land Records, and Lots 1 through 17, Parcel B, C, and D, Block A, Tower Preserve, recorded as Plat No. 26234 among the Land Records.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

<b>Address</b>	<b>Lot #</b>	<b>Block</b>	<b>Tax ID Number</b>
2124 Towler Street, Rockville, MD 20852	2	B	04-03903443
2120 Towler Street, Rockville, MD 20852	3	B	04-03903454
2116 Towler Street, Rockville, MD 20852	4	B	04-03903465
2221 Hillpark Lane, Rockville, MD 20852	14	B	04-03903578
2225 Hillpark Lane, Rockville, MD 20852	15	B	04-03903580
2229 Hillpark Lane, Rockville, MD 20852	16	B	04-03903591
2317 Rosefield Lane, Rockville, MD 20852	26	B	04-03903693
2321 Rosefield Lane, Rockville, MD 20852	27	B	04-03903705
2333 Rosefield Lane, Rockville, MD 20852	30	B	04-03903738
2337 Rosefield Lane, Rockville, MD 20852	31	B	04-03903740
2240 Towler Street, Rockville, MD 20852	43	B	04-03903864
2220 Towler Street, Rockville, MD 20852	48	B	04-03903911
2216 Towler Street, Rockville, MD 20852	49	B	04-03903922

**(End of Exhibit “A”)**

---

**Exhibit B**  
**FORM OF MPDU RESTRICTIVE COVENANTS**

---

(See Attached)

**(End of Exhibit “B”)**

[illegible]

**Tax Identification Numbers:** 04-03903443, 04-03903454, 04-03903465, 04-03903578, 04-03903580, 04-03903591, 04-03903693, 04-03903705, 04-03903738, 04-03903740, 04-03903864, 04-03903911, 04-03903922

**AFTER RECORDING RETURN TO:**

Office of the Rockville City Attorney  
111 Maryland Avenue, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: Robert E. Dawson, City Attorney  

---

(For Recorder's Use)

---

**DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS**  
**For**  
**The Mayor and Council of Rockville's**  
**Moderately Priced Dwelling Unit (MPDU) Homeownership Program**

---

**THIS DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM** (this "**Declaration**") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the "**Effective Date**"), by **MICHAEL HARRIS AT TOWER, LLC**, a Maryland limited liability company, qualified to conduct business in the State of Maryland, having a principal address at 6345 Executive Blvd., Rockville, Maryland 20852 (the "**Declarant**"), in order to comply with Chapter 13.5 of the Rockville City Code (the "**MPDU Ordinance**") and the associated City of Rockville, Maryland Moderately Priced Housing Regulations (the "**MPDU Regulations**").

**RECITALS**

**WHEREAS**, the Declarant is the fee owner of those certain parcels of land located in the City of Rockville, Maryland, as more particularly described in **Exhibit A** (the "**Tower Preserve Townhomes Real Property**"), which Tower Preserve Townhomes Real Property are part of a residential community located in the City of Rockville consisting of, among other things, eighty-two (82) lots on which residential townhouse dwelling units with space for two (2) cars will be constructed, with public use space and open space, and private alleys (the "**Tower Preserve Development**"); and

**WHEREAS**, the Declarant was formed and organized as a Maryland limited liability company for the purpose of, among other things, developing, financing, constructing, owning and selling eighty-two (82) residential townhouse dwelling units with space for two (2) cars within the Tower Preserve Development, including thirteen (13) Moderately Priced Dwelling Units; and

**WHEREAS**, on July 24, 2024, the Planning Commission for the City of Rockville approved Level 2 Site Plan Application #2024-00473 ("**STP #2024-00473**"), permitting, subject

to certain conditions of approval, the development of, among other things, the Tower Preserve Development; and

**WHEREAS**, in accordance with the MPDU Ordinance, a minimum of thirteen (13) townhouse units developed and constructed on the Tower Preserve Townhomes Real Property are required to be designated as Moderately Priced Dwelling Units (“**MPDUs**”) that must be reserved for sale to and occupancy by Eligible Households; and

**WHEREAS**, in order to comply with the MPDU Ordinance, the Declarant has agreed to designate, construct, administer, and offer for sale thirteen (13) Tower Preserve Townhouse Units to be constructed on the Tower Preserve Townhomes Real Property in the Tower Preserve Development as Moderately Priced Dwelling Units, listed in Section 1 below (the “**MPDU Townhouse Units**”), that will be reserved and designated for purchase and occupancy by Eligible Households pursuant to the terms and conditions of this Declaration, and Article II of that certain Moderately Priced Dwelling Unit Program Agreement (For Sale Units), by and among the Declarant and The Mayor and Council of Rockville, a body corporate and politic and municipal corporation of the State of Maryland (the “**Mayor and Council**”), dated as of the date of this Declaration (the “**MPDU Program Agreement**”); and

**WHEREAS**, the Declarant shall by this Declaration impose upon each MPDU Townhouse Unit listed herein certain restrictive covenants, conditions and requirements for the benefit of the Mayor and Council and Eligible Households who desire to reside in the City of Rockville, Maryland and purchase available MPDU Townhouse Units in the Tower Preserve Development; and

**WHEREAS**, the Declarant is required to record this Declaration among the land records of Montgomery County, Maryland in order to provide notice that the Tower Preserve Townhomes Real Property and the MPDU Townhouse Units constructed thereon are subject to the restrictive covenants, conditions and requirements set forth below to maintain the long-term affordability of the MPDU Townhouse Units for the duration of the MPDU Townhouse Unit Compliance Control Period; and

**WHEREAS** the Declarant has agreed to execute all necessary documents in order to evidence compliance with the MPDU Ordinance, which this Declaration is intended to evidence, as more particularly set forth below; and

**WHEREAS**, all capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the MPDU Program Agreement.

**NOW, THEREFORE**, the Declarant hereby declares that the Tower Preserve Townhomes Real Property and each of the MPDU Townhouse Units constructed thereon shall be held, transferred, conveyed, and sold subject to the following restrictive covenants, conditions and requirements which are for the purpose of offering for sale moderately priced dwelling units to Eligible Households for the duration of the MPDU Townhouse Unit Compliance Control Period,

as further described herein, and such restrictive covenants, conditions and requirements shall run with the Tower Preserve Townhomes Real Property submitted to this Declaration and each MPDU Townhouse Unit constructed thereon and shall be binding on all parties having any right, title, or interest in the Tower Preserve Townhomes Real Property and each MPDU Townhouse Unit constructed thereon, their respective heirs, successors, successors-in-title and assigns.

## **DECLARATIONS**

1. **Designation of Moderately Priced Dwelling Units.** In compliance with the MPDU Ordinance, the Declarant covenants, declares, and agrees to designate the following MPDU Townhouse Units to be constructed on the Tower Preserve Townhomes Real Property as Moderately Priced Dwelling Units, solely for sale to and occupancy by Eligible Households during the MPDU Townhouse Unit Compliance Control Period, in accordance with the terms of this Declaration and Article II of the MPDU Program Agreement:

Address	Tax Identification Number	Initial Maximum Sale Price
1. 2124 Towler Street	04-03903443	\$340,000
2. 2120 Towler Street	04-03903454	\$195,000
3. 2116 Towler Street	04-03903465	\$245,000
4. 2221 Hillpark Lane	04-03903578	\$340,000
5. 2225 Hillpark Lane	04-03903580	\$245,000
6. 2229 Hillpark Lane	04-03903591	\$340,000
7. 2317 Rosefield Lane	04-03903693	\$245,000
8. 2321 Rosefield Lane	04-03903705	\$195,000
9. 2333 Rosefield Lane	04-03903738	\$245,000
10. 2337 Rosefield Lane	04-03903740	\$195,000
11. 2240 Towler Street	04-03903864	\$340,000
12. 2220 Towler Street	04-03903911	\$340,000
13. 2216 Towler Street	04-03903922	\$195,000

2. **Initial MPDU Sale Price Restrictions.**

- (a) In accordance with the MPDU Ordinance, the Declarant covenants, declares, and agrees that the initial sale price for each of the MPDU Townhouse Units shall not exceed the initial maximum sale price established by the Mayor and Council, as listed in Section 1 above. The initial maximum sale price shall include closing costs and brokerage fees (if any).
- (b) The Declarant covenants and agrees that the owners of the MPDU Townhouse Units shall have full access to all amenities provided to owners of the market-rate Tower Preserve Townhouse Units, if any, subject to the rules, regulations and conditions governing the use of these facilities for all owners as reasonably established by the Declarant, its agent, or a home owners association created for the Tower Preserve Development (“**HOA**”). For the duration of the MPDU



Townhouse Unit Compliance Control Period, each owner of a MPDU Townhouse Unit shall pay no more than fifty percent (50%) of the regular monthly HOA assessment charged to owners of the market-rate Tower Preserve Townhouse Units. The fifty percent (50%) cap on regular monthly HOA assessments for each owner of a MPDU Townhouse Unit will not apply to special HOA assessments charged to such owner.

**3. Initial Sale of MPDUs.**

- (a) Offering to the General Public. The Declarant covenants, declares, and agrees to offer each of the MPDU Townhouse Units for sale to an Eligible Household purchaser pursuant to the MPDU Ordinance and the terms of the MPDU Program Agreement.
- (b) Notice must be included in any agreement of sale which fully and completely discloses the resale price restrictions and controls established in this Declaration. A copy of the agreement signed by all parties shall be delivered to the DHCD Director no later than thirty (30) days prior to settlement.
- (c) The deed from Declarant to the initial purchaser of each MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit is subject, for the duration of the MPDU Townhouse Unit Compliance Control Period, to this Declaration, and that all future deeds transferring the MPDU Townhouse Unit shall be subject to this Declaration.

*THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each of Grantee's, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.*

- (d) Notwithstanding anything herein to the contrary, failure to comply with the terms of this Section 3 shall not in any way diminish or invalidate this Declaration as to any MPDU Townhouse Unit.

**4. Subsequent MPDU Sale Price Restrictions.** In accordance with the MPDU Ordinance, during the MPDU Townhouse Unit Compliance Control Period, and subject to the foreclosure regulations set forth in Section 13.5-9(e) of the MPDU Ordinance, MPDU Townhouse Units shall not be resold or refinanced by either the initial purchasers of MPDU Townhouse Units or any subsequent purchasers (each referred to herein as an “**Owner**”) for a price greater than the original selling price for the applicable MPDU Townhouse Unit,

plus: (a) a percentage of the applicable MPDU Townhouse Unit's original selling price equal to the increase in the cost of living, as determined by the consumer price index, (b) an allowance for improvements made to the applicable MPDU Townhouse Unit by the selling Owner, not to exceed ten percent (10%) of the selling price calculated in accordance with subsection (a) of this Section 4, (c) an allowance for closing costs which were not paid by the Declarant, but which was paid by the initial buyer of the applicable MPDU Townhouse Unit, for the benefit of the subsequent buyer of the applicable MPDU Townhouse Unit, and (d) a reasonable sales commission if the applicable MPDU Townhouse Unit is not sold within sixty (60) days to an Eligible Households from the Eligibility List (the "MPDU Resale Price").

**5. Subsequent Sale of MPDUs – During the MPDU Townhouse Unit Compliance Control Period.**

- (a) Notification Requirements. An Owner shall immediately notify the DHCD Director in the event such Owner wants to offer his or her MPDU Townhouse Unit for resale during the MPDU Townhouse Unit Compliance Control Period.
- (b) Offering. Each MPDU Townhouse Unit that is offered for resale during the MPDU Townhouse Unit Compliance Control Period must be offered as follows:
  - i. *Housing Agency.* The MPDU Townhouse Unit shall first be exclusively offered for resale to the Housing Agency. The DHCD Director shall notify the Housing Agency of any MPDU Townhouse Unit that will be offered for resale. Upon receipt of such notice, the Housing Agency will have twenty-one (21) days to indicate to the selling Owner of its interest in acquiring the MPDU Townhouse Unit.
  - ii. *Eligible Households on the Eligibility List.* If the Housing Agency does not exercise its right to purchase the MPDU Townhouse Unit being offered for resale within the timeframes set forth in the MPDU Ordinance, the MPDU Townhouse Unit shall next be exclusively offered for resale to Eligible Households who are on the Eligibility List for forty-five (45) days.
  - iii. *General Public.* If an Eligible Household from the Eligibility List does not exercise its right to purchase the MPDU Townhouse Unit being offered for resale within the forty-five (45) day period, the selling Owner may then offer the MPDU Townhouse Unit to Eligible Households from the general public. No later than thirty (30) days prior to settlement of any resale to an Eligible Household from the general public, the selling Owner shall deliver to the DHCD Director written proof of buyer's eligibility, which shall be satisfactory to the DHCD Director.

- iv. *Market Rate Sale.* If the MPDU Townhouse Unit remains unsold 180 days after the unit is offered for resale to the general public, then the City Manager may permit the selling Owner to sell the MPDU Townhouse Unit at a price in excess of the MPDU Resale Price (the “**Market Rate Price**”). If the MPDU Townhouse Unit is sold at the Market Rate Price, the selling Owner must pay to the Mayor and Council all sales proceeds in excess of the MPDU Resale Price. Once the sales proceeds are paid to the Mayor and Council for deposit into its Moderately Priced Housing Fund, the Mayor and Council will release this Declaration from the applicable MPDU Townhouse Unit.
- (c) Notice must be included in any agreement of sale for a MPDU Townhouse Unit which fully and completely discloses the resale price restrictions and controls established in this Declaration. A copy of the agreement of sale signed by all parties shall be delivered to the DHCD Director no later than thirty (30) days prior to settlement.
- (d) Intentionally Omitted.
- (e) No transfer or conveyance of any MPDU Townhouse Unit after the initial sale shall occur without the written consent of the City Manager, or his authorized designee, as evidenced by the City Manager’s or authorized designee’s signature on the deed. Additionally, the deed from an Owner to a subsequent purchaser of each MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit is subject, for the remaining duration of the MPDU Townhouse Unit Compliance Control Period, to this Declaration, and that all future deeds transferring the MPDU Townhouse Unit shall be subject to this Declaration.

*THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE’S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each of Grantee’s, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.*

- (f) Failure to comply with the terms of this Section 5 shall not in any way diminish or invalidate this Declaration as to any MPDU Townhouse Unit.

## **6. Subsequent Sale of MPDUs – Post MPDU Townhouse Unit Compliance Control Period.**

- (a) If an MPDU Townhouse Unit is sold or resold following the expiration of the MPDU Townhouse Unit Compliance Control Period, the price and resale restrictions set forth in Section 5 above shall not apply. However, for the first sale of each MPDU Townhouse Unit following the expiration of the MPDU Townhouse Unit Compliance Control Period, the selling Owner shall pay to the Mayor and Council, for deposit into its Moderately Priced Housing Fund, one-half (1/2) of the excess of the total resale price over the sum of the following: (i) the original selling price, (ii) a percentage of the MPDU Townhouse Unit's original selling price equal to the increase in the cost of living as determined by the consumer price index, (iii) an allowance for improvements made to the MPDU Townhouse Unit not to exceed ten percent (10%) of the selling price calculated in accordance with subsection (a)(ii) of this Section 6, and (iv) a reasonable sales commission. The City Manager shall adjust the amount paid into the Moderately Priced Housing Fund so that the selling Owner retains at least \$10,000 of the excess of the resale price over the sum of the items in (i) through (iv).
- (b) When the City Manager determines that the price and terms of the sale or resale of the MPDU Townhouse Unit covered by Section 6(a) have been met, and the Mayor and Council receives the amount due, the Mayor and Council will release this Declaration from the applicable MPDU Townhouse Unit.

**7. Principal Residence Requirement.**

- (a) Subject to Section 13.5-8(a)(6) of the MPDU Ordinance, Owners of MPDU Townhouse Units (i) shall occupy the MPDU Townhouse Unit subject to this Declaration as his/her principal residence, and (ii) shall not lease, sublease, rent or otherwise accept compensation for use of the MPDU Townhouse Unit premises or any portion thereof. In the event of any violation of this provision, Owner shall be liable to the Mayor and Council for 150% of the compensation collected by such Owner for the period the lessee (or sublessee) is in violation, in addition to any other remedies to which the Mayor and Council is entitled in law or equity.
- (b) Owner further agrees to submit to the DHCD Director annually a notarized affidavit executed by Owner on the anniversary date of initial settlement certifying Owner's continuing occupancy of the MPDU Townhouse Unit as the purchaser's primary residence.

**8. Obligation to Maintain.** Declarant and each successor Owner of a MPDU Townhouse Unit is obligated during its ownership of the MPDU Townhouse Unit to keep and maintain the MPDU Townhouse Unit in good order, repair, and condition.

**9. Financing.** This Declaration shall be superior to all instruments securing financing with respect to each MPDU Townhouse Unit, and this Declaration shall be binding upon all assignees, mortgagees, purchasers and other successors in interest, except that, subject to

Section 13.5-9(e) of the MPDU Ordinance, this Declaration may be released in the event of foreclosure by lending institution holding a first priority purchase money deed of trust on the MPDU Townhouse Unit.

**10. Non-Discrimination.**

- (a) The Declarant shall not, in the offering for sale of MPDU Townhouse Units, discriminate against any person on the grounds of Race, National Origin, Color, Marital Status, Sex, Religion, Age/Elderliness, Disability (physical or mental), Sexual Orientation, or Familial Status (being pregnant or having children under age 18), or discriminate in violation of any applicable law or regulation. The Declarant shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.
- (b) The Declarant agrees not to discriminate against prospective Owners on the basis that they receive or are eligible to receive housing assistance under any Federal, State, or local housing assistance program.

**11. Administration of Declaration.**

- (a) Declarant, for itself and its heirs, assigns and successors, hereby irrevocably assigns, transfers, and conveys unto the Mayor and Council and its designees all of its rights, interest or obligation to enforce and maintain in full force and effect the terms and conditions, and requirements, of this Declaration.
- (b) The Mayor and Council and its designee shall monitor and evaluate the Owners' efforts in performing the Owners' obligations under this Declaration, and each Owner agrees to cooperate fully with the Mayor and Council's monitoring and administration efforts. Each Owner shall submit to the Mayor and Council or its designee any documents or information that may be reasonably required by the Mayor and Council from time to time.

**12. Default; Enforcement.** In the event that the Declarant defaults in the performance of any of the covenants or its obligations under this Declaration, the Mayor and Council may, after providing notice of such default to the Declarant and a reasonable period within which Declarant may cure such default, at its option, pursue any one or more of the remedies provided by the MPDU Program Agreement, at law or in equity, including but not limited to the right to apply to any court of competent jurisdiction within the State of Maryland to enforce specific performance by the Declarant of its obligations hereunder or to obtain an injunction against any violations hereof, or to obtain any other such relief as may be appropriate.

**13. Waiver; Forbearance.** The Mayor and Council shall have the right to waive at its option any of the rights granted to it hereunder to enforce the terms hereof, provided that the Mayor and Council's election not to pursue any particular remedy in the event of a default

hereunder shall not be construed to preclude or be a waiver of the Mayor and Council's right to pursue any of the other remedies with respect to the violation for which such remedy was pursued or with respect to any other violation prior or subsequent thereto. In addition, any forbearance by the Mayor and Council in exercising any of its rights hereunder shall not constitute a waiver or preclude the exercise of such rights.

14. **Estoppels.** From time to time upon the written request of the Declarant, the City Manager shall provide to any purchasers of a MPDU Townhouse Unit or any lender making a loan secured by the MPDU Townhouse Unit an estoppel certificate confirming the provisions of the Declaration; certifying, to the best of the City Manager's knowledge, that the Declarant remains in full force and effect; and specifying whether any default(s) exist under any of the provisions of the Declaration.
15. **Amendment.** This Declaration may be amended only by written agreement by and between the Declarant and the Mayor and Council.
16. **Governing Law.** This Declaration shall be governed by the laws of the State of Maryland.
17. **Severability.** The invalidity of any clause, part, or provision of this Declaration shall not affect the validity of the remaining portions hereof.
18. **Covenants Run with the Land.** The covenants set forth herein shall be deemed covenants running with the land and shall be an encumbrance on each of the MPDU Townhouse Units for the duration of the MPDU Townhouse Unit Compliance Control Period. Such covenants shall be binding upon the Declarant and its successors and assigns, including any successors in title to each of the MPDU Townhouse Units.

**IN WITNESS WHEREOF**, the Declarant has caused this Declaration to be executed as of the date first above written.

**DECLARANT**

**Michael Harris at Tower, LLC**, a Maryland limited liability company.

**By: Tower Manager, LLC**, a Maryland limited liability company, Manager

By: \_\_\_\_\_  
Name: Harris Schwalb  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, personally appeared Harris Schwalb, who acknowledged himself to be the Manager of Michael Harris at Tower, LLC, a Maryland limited liability company, and named as Owner in the above instrument, and that he, as Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Michael Harris at Tower, LLC, a Maryland limited liability company by him as the Manager of said Michael Harris at Tower, LLC.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO:**

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

By: \_\_\_\_\_  
Jeff Mihelich, City Manager

**Approved as to form:**

By: \_\_\_\_\_  
Robert E. Dawson, City Attorney

**ACKNOWLEDGMENT**

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this the \_\_\_\_ day of \_\_\_\_\_ 2025, before me, personally appeared Jeff Mihelich, who acknowledged himself to be the City Manager of The Mayor and Council of Rockville and that he, as City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Mayor and Council of Rockville by him as the City Manager of The Mayor and Council of Rockville.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



## **Exhibit A**

### **Legal Description**

All those lots or parcels of land, together with the improvements thereon and appurtenances thereunto belonging, lying, situate and being in the City of Rockville, Montgomery County, Maryland, being more particularly described as follows:

Lots 2-4, Block B, Tower Preserve, recorded as Plat No. 26231 in the Land Records for Montgomery County (“Land Records”), and Lots 4, 14-16, 26, 27, 30, 31, 43, 48 and 49, Block B, Tower Preserve, recorded as Plat No. 26232 in the Land Records.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

<b>Address</b>	<b>Lot #</b>	<b>Block</b>	<b>Tax ID Number</b>
2124 Towler Street, Rockville, MD 20852	2	B	04-03903443
2120 Towler Street, Rockville, MD 20852	3	B	04-03903454
2116 Towler Street, Rockville, MD 20852	4	B	04-03903465
2221 Hillpark Lane, Rockville, MD 20852	14	B	04-03903578
2225 Hillpark Lane, Rockville, MD 20852	15	B	04-03903580
2229 Hillpark Lane, Rockville, MD 20852	16	B	04-03903591
2317 Rosefield Lane, Rockville, MD 20852	26	B	04-03903693
2321 Rosefield Lane, Rockville, MD 20852	27	B	04-03903705
2333 Rosefield Lane, Rockville, MD 20852	30	B	04-03903738
2337 Rosefield Lane, Rockville, MD 20852	31	B	04-03903740
2240 Towler Street, Rockville, MD 20852	43	B	04-03903864
2220 Towler Street, Rockville, MD 20852	48	B	04-03903911
2216 Towler Street, Rockville, MD 20852	49	B	04-03903922

**(End of Exhibit A)**



MAYOR AND COUNCIL Meeting Date: August 4, 2025  
Agenda Item Type: CONSENT  
Department: PW - ENVIRONMENTAL MANAGEMENT  
Responsible Staff: ERICA SHINGARA

---

## Subject

Authorize the City Manager to Execute a Grant Agreement with the Maryland Energy Administration for the FY 2025 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant for the Purchase of Two Electric Senior Transit Buses

---

## Department

PW - Environmental Management

---

## Recommendation

Staff recommends the Mayor and Council authorize the City Manager to execute the FY 2025 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Agreement (Attachment 1) between the Mayor and Council of Rockville and the State of Maryland, to support the purchase of two electric senior transit buses.

---

## Discussion

In May, the Maryland Energy Administration (MEA) provided notice of a grant award of up to \$160,000 to support the purchase of two electric senior transit buses. The grant was awarded from the State of Maryland's FY 2025 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant, a program designed to support Maryland fleet companies, organizations, and communities to help defray the costs of purchasing qualified, newly manufactured zero emission medium-duty or heavy-duty zero-emission fleet vehicles.

The grant funding was conditional upon a signed and executed grant commitment letter, which the Mayor and Council authorized the City Manager to sign on May 19, 2025 (Attachment 2). On July 21, 2025, MEA sent the official grant agreement (MEA Grant No. 2025-12-518S1, Attachment 1) with a deadline for the City Manager to sign and execute by August 8, 2025.

Authorizing the grant agreement with MEA would allow the city to accelerate electrification of the city fleet. The grant letter references a short-haul truck for the purposes of calculating incentives for a Class 4 vehicle (14,001- 16,000 lbs). This vehicle class best aligns with the planned replacement of a 25-passenger transit bus. This project, and others previously funded under MEA grants, support Rockville's greenhouse gas reduction goals, described in Rockville's Climate Action Plan adopted on January 10, 2022. This project helps the city address Action M-06 to convert the City fleet to cleaner and more efficient fuel sources. Additionally, the project supports Rockville's Electric Vehicle Readiness plan adopted on March 28, 2025, by addressing

Action 3.1.2 to monitor and pilot clean technologies for medium-duty and heavy-duty vehicles. This grant supports the next phase of fleet electrification involving medium-duty transit buses that serve local senior transit routes.

---

### **Mayor and Council History**

On May 19, 2025, the Mayor and Council authorized the City Manager to execute the FY 2025 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Commitment Letter (Attachment 2). Staff is now requesting authorization to execute the full official grant agreement (MEA Grant No. 2025-12-518S1, Attachment 1).

---

### **Fiscal Impact**

The adopted FY 2026 budget appropriates \$239,700 for the purchase of one electric senior transit bus. The updated total estimated cost for two buses is \$492,000. Upon Mayor and Council approval, the \$160,000 grant funding, along with the additional \$92,300 to support the city's required match will be recognized on the second FY 2026 budget amendment. The Electric Vehicle Infrastructure Capital Improvement Program (GA23) includes funding for charging infrastructure to support the electric buses.

---

### **Next Steps**

Once authorized by the Mayor and Council, staff will coordinate with MEA and the City Manager to execute the grant agreement in a form substantially similar to the attached agreement and approved by the Office of the City Attorney.

---

### **Attachments**

Attachment\_1\_FY25MEA\_GrantAgreement.pdf, Attachment\_2\_Commitment\_letter.pdf

**MARYLAND ENERGY ADMINISTRATION  
FY25 MEDIUM AND HEAVY DUTY ZERO EMISSION VEHICLE GRANT PROGRAM  
AOI 1: On Road  
GRANT AGREEMENT**

**This Grant Agreement is entered into by and between**

**STATE OF MARYLAND  
MARYLAND ENERGY ADMINISTRATION  
1800 Washington Boulevard, Suite 755  
Baltimore, MD 21230  
("MEA")**

**and**

**City of Rockville, Maryland  
111 Maryland Avenue Rockville, MD 20850  
52-6001573:  
("Grantee")**

The Maryland Energy Administration ("MEA") administers the Maryland Strategic Energy Investment Fund ("Fund") set forth in Md. Code Ann., State Government § 9-20B-05 and uses the Fund to implement the Strategic Energy Investment Program set forth in Md. Code Ann., State Government §§ 9-20B-01 et seq.

MEA has selected the Grantee to receive a grant from the Fund, and the Grantee has agreed to the provisions contained in this Grant Agreement ("Agreement").

MEA and the Grantee agree as follows:

**1. Funding Opportunity Announcement**

The terms, conditions, and requirements for this program stated in the Funding Opportunity Announcement for the Medium and Heavy Duty Zero Emission Vehicle Grant Program, FY 2025 ("Funding Opportunity Announcement") (Attachment D) are incorporated into and made part of this Agreement. In the event of a conflict between the Funding Opportunity Announcement and this Agreement, this Agreement shall control.

2. Purpose of the Grant

This Grant provides funding for the costs associated with the FY25 Medium- and Heavy-Duty Zero Emission Vehicle (MHD ZEV) Grant Program Project described in detail in Attachment B (“Program Specific Information”) and Attachment C (“Grant Specific Information”), which are incorporated into and made part of this Agreement. In the event of a conflict between either Attachment B or Attachment C and this Agreement, this Agreement shall control.

3. Amount of Grant

The Grant shall not be greater than \$ 160,000.00 (One hundred sixty thousand dollars).

4. Grant Term

The term of the Grant begins on the Effective Date, as defined in section 2 of General Provisions (Attachment A). The Grantee shall complete the Project and submit to MEA all required reports as described in Attachment B by the final report due date specified in Attachment C.

5. Costs Eligible for Reimbursement; Invoicing

- A. Only those costs and expenditures the Grantee incurs to complete the Project described in the Scope of Work in Attachment C are eligible for reimbursement under this Grant.
- B. MEA will reimburse the Grantee for eligible costs and expenditures as provided in the General Provisions.
- C. MEA will not reimburse the Grantee for costs incurred prior to the Effective Date of this Agreement unless MEA agrees otherwise in writing.

6. Communication with MEA

Consistent with Section 5 of the General Provisions (Attachment A), the Grantee shall conduct all communications regarding the Project, this Agreement, and any applicable related matters via email to [transportation.mea@maryland.gov](mailto:transportation.mea@maryland.gov), or to the MEA Program Manager’s email address listed in Section 7 of this Agreement. Any written or printed correspondence regarding the Project, this Agreement, or any applicable related matters shall be sent to:

**Maryland Energy Administration**  
**Attn: FY25 Medium and Heavy Duty Zero Emission Vehicle Grant Program**  
**1800 Washington Boulevard, Suite 755**  
**Baltimore, MD 21230**

**7. Party Representatives**

The following individuals are authorized to act under this Agreement for their respective parties, subject to all necessary approvals:

Natalie Buscemi, MEA Transportation Program Manager  
Maryland Energy Administration  
Phone: (443) 826-7732  
Email: natalie.buscemi@maryland.gov  
(Or any other person as may be designated by the Director of MEA).

Jeff Mihelich, City Manager  
City of Rockville, Maryland  
Phone: (240) 314-8872  
Email: jmihelich@rockvillemd.gov  
(Or any other person as may be designated in writing by Grantee.)

**8. General Provisions**

The General Provisions set forth in Attachment A are incorporated into and made part of this Agreement.

THIS AGREEMENT HAS BEEN APPROVED BY THE ATTORNEY GENERAL'S OFFICE AT MEA. NO CHANGES, MODIFICATIONS, ADDITIONS OR DELETIONS TO THIS AGREEMENT ARE AUTHORIZED ABSENT SPECIFIC WRITTEN AGREEMENT BY THE PARTIES AND APPROVAL BY THE ATTORNEY GENERAL'S OFFICE AT MEA. ANY UNAUTHORIZED CHANGES, MODIFICATIONS, OR DELETIONS TO THIS FORM AGREEMENT WILL RENDER MEA'S OBLIGATIONS UNDER THIS AGREEMENT VOIDABLE AT MEA'S ELECTION.

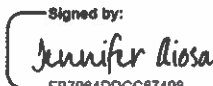
**IN TESTIMONY WHEREOF, WITNESS** the hands and seals of the parties.

**City of Rockville, Maryland**

By: \_\_\_\_\_  
**Jeff Mihelich**  
**City Manager**

Date: \_\_\_\_\_

**MARYLAND ENERGY ADMINISTRATION**

By:  \_\_\_\_\_  
**Jennifer Aiosa,**  
**Chief of Staff**

Date: 7/10/2025

Approved for Form and Legal Sufficiency

This 10th day of July, 2025.

By:  \_\_\_\_\_  
**Michele Honick**  
**Assistant Attorney General**

## **ATTACHMENT A**

### **General Provisions**

#### **1. Definitions**

- A. “Grant Agreement” means a written agreement between MEA and a grantee with respect to a grant.
- B. “Grantee” means a recipient of a grant under an MEA grant program.
- C. “Environmental Standards” means all applicable environmental laws, rules, or regulations set by federal, state, or local jurisdictions that are applicable to a Project and related directly to the performance of the Grantee’s obligations pursuant to a Grant Agreement.
- D. “MEA Program Manager” means the individual specified in writing as the MEA representative for a Program or other person designated in writing by MEA to act on behalf of MEA regarding the Grant Agreement.
- E. “Program” means an MEA grant program identified and detailed on the MEA website.
- F. “Project” means an activity or undertaking that is consistent with the requirements of an MEA Program and for which a Grant has been awarded. A project includes all activities specified in the Scope of Work and all reporting required in the Grant Agreement except for submitting invoices.
- G. “Project Site” means the location of a Project or a portion of a Project.

#### **2. MEA Grant Timeframes**

- A. Unless the MEA Program Manager approves an extension in writing, a Grant Agreement executed by the Grantee(s) shall be received by MEA no later than ten business days from the date MEA electronically transmits the Grant Agreement to the Grantee for execution. If the properly executed Grant Agreement is not received by MEA within the required time as indicated above, the Grant Award will automatically be revoked.
- B. The Effective Date of a Grant Agreement is the date that the fully executed Grant Agreement is received by MEA, as determined by the official MEA date stamp on the first page of the Grant Agreement.
- C. To be eligible for reimbursement, all reimbursement requests for Project costs pursuant to a Grant Agreement must be received no later than 60 days after the completion of the Project, unless the MEA Program Manager approves an extension in writing.



**3. Extensions**

An extension may be requested in writing by the Grantee in advance of a deadline but is not guaranteed. The MEA Program Manager may extend a deadline in writing up to 60 days, for good cause shown, such as circumstances outside of the Grantee's control.

**4. Retention of documents**

The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property, as well as reports, activity logs, timelines, estimated energy savings and/or generation, supporting documentation for any other expenses that are covered in whole or in part by any Grant funds, and any other information related to Grant activities for at least three years from the date that the Grantee receives final reimbursement from MEA. MEA, MEA's representatives, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor may examine and audit this evidence on request, at any reasonable time within the retention period. In addition, the Grantee shall also make the worksite available to MEA or its representatives, upon request at any reasonable time, for at least three years from the date that the Grantee receives final reimbursement from MEA.

**5. Communications with MEA: Updating IRS W-9 form**

A. The Grantee shall submit to MEA all reimbursement requests and other documentation required under the Grant Agreement at the MEA email address specified in the Grant Agreement, unless MEA has received as part of the application process notification that the Grantee has opted out of electronic communications. If the Grantee has opted out of electronic communications, the Grantee shall submit all reimbursement requests and other documentation required under the Grant Agreement by mail or hand-delivery to the applicable program at MEA.

B. The Grantee shall promptly provide MEA with an updated IRS W-9 form when information on a prior IRS W-9 form has changed.

**6. Subject to Funding Availability**

Prior to execution of the Grant Agreement, Grant funds are subject to change in amount and availability.

**7. Location within Maryland**

A Project must be located in Maryland or undertaken for the direct benefit of a Maryland resident, business, community, campus, or facility located entirely within the State of Maryland.

**8. Payment of Grant Funds**

A. After review of the reports, requests for reimbursement, and any supporting documents or information requested by MEA, MEA shall make a final determination whether the Grantee has

met all Program requirements, terms, and conditions, and shall process the Grant Award for payment as promptly as possible, if warranted.

B. MEA payments to Grantee are not assignable and all grant funds will be disbursed to the Grantee consistent with the Grant Agreement.

**9. Non-payment of Grant Funds; Disallowance of Grant Funds for Violation of Grant Agreement; Reconsideration of Non-payment or Disallowance of Grant Funds**

A. Unless otherwise specified in the Grant Agreement, MEA will not disburse grant funds for work that has yet to be performed; costs that have yet to be incurred or are not sufficiently documented; or costs that are inconsistent with the purpose, terms, and conditions of the Grant, as determined by MEA.

B. Any expenditure of Grant funds that is not consistent with the purposes of the Program, or that violates any requirement, term, or condition of a Program or the Grant Agreement, may, in the sole judgment of MEA, be disallowed. If MEA determines any expenditure to be ineligible after MEA has disbursed funds to the Grantee, the State may require repayment to MEA for reimbursement of the Strategic Energy Investment Fund, an offset from any State grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall immediately repay to the State any part of the Grant that is not used for the purposes of the Program.

C. If MEA withholds or disallows payment of Grant funds, MEA shall provide Grantee with its determination in writing and set forth a summary of the reasons for its determination. A Grantee may request reconsideration of a determination by MEA to withhold or disallow payment of Grant funds within 15 business days of the date of the written determination notifying the Grantee of the decision.

**10. Nondiscrimination Provision**

The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution, by-laws, or policies prohibit discrimination consistent with the Governor's Code of Fair Employment Practices.

**11. Compliance with Relevant Certifications, Licenses, And Requirements**

A. The Grantee shall be responsible for compliance with the following:

(1) All work performed on behalf of the Grantee pursuant to a Grant Agreement shall be carried out by the Grantee's staff and contractors holding all necessary Maryland certifications and licenses.

(2) Any business or non-profit organization operating in Maryland with which the Grantee contracts or partners to carry out the purposes of the Grant shall be registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable.

(3) All work performed pursuant to a Grant shall comply with all applicable local, State, and federal building codes and other applicable laws and regulations.

B. If MEA determines that any activity undertaken under the Grant Agreement is inconsistent with subsection A of this section, MEA may rescind the Grant or take any other appropriate action, as determined by MEA.

## **12. False Statement or Report**

A person may not knowingly make or cause to be made any false statement or report in any document required to be furnished by MEA in relation to the Program. For a SEIF-funded Grant, any violation of this provision is a misdemeanor and on conviction is subject to a fine not exceeding \$50,000.00 or imprisonment not exceeding 1 year or both, as specified in State Government Article §9-20B-11 of the Annotated Code of Maryland.

## **13. Historic Preservation Review**

For each project being funded in whole or in part through a Grant Agreement, a historic preservation review must first be completed by the Maryland Historical Trust (MHT) or MEA's historic preservation expert. This review ensures that no historic property is "adversely affected" through building improvements, equipment installations, and related property modifications proposed for Projects funded wholly or in-part by a Program. Prior to starting construction, the Grantee shall ensure that MEA has received documentation from MHT or MEA's historic preservation expert indicating that the Project will have no adverse effect on a historic property.

## **14. Maryland Saved Harmless**

To the extent allowed by Maryland law, and subject to appropriations if applicable, the Grantee agrees to defend, indemnify, and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law. If the Grantee is a Maryland State agency or local government, then each party shall be responsible for its own liability associated with the Grant, and neither party waives any applicable immunities.

## **15. Environmental Standards and Liability**

A. As relevant to the Project, the Grantee shall ascertain and comply with all applicable Environmental Standards, monitor compliance, and immediately halt and correct any incident of non-compliance. The Grantee is solely responsible for all steps in obtaining any required permits including, but not limited to, those related to air quality requirements, as applicable.

B. In the event of any incident of non-compliance with Environmental Standards, the Grantee shall:

- (1) Immediately notify the MEA Program Manager or designee of the incident, providing as much detail as possible;
- (2) If requested by MEA, submit a written report to MEA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and
- (3) Cooperate with MEA and its designated representatives or contractors with respect to investigation of the incident.

C. Subject to Section 14 and to the limits allowed by Maryland law, the Grantee shall be liable for:

- (1) All environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and
- (2) Any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

#### **16. Liability Insurance**

A. For all work performed by the Grantee that is to be funded in whole or in part with grant funds provided by MEA, the Grantee shall purchase and maintain comprehensive third-party legal liability insurance or its equivalent, with minimum coverage of \$1,000,000 per occurrence. The Grantee shall also maintain other such insurance as is appropriate for the work to be performed. For a self-insured entity, such as a Maryland State or local government entity, a document detailing the basis for self-insurance, including when applicable, the statutory basis, may be accepted by MEA as an equivalent form of insurance under this paragraph.

B. The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability. The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured.

(1) Insurance requirements may be waived or modified by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated as part of the Grant Agreement.

(2) The Grantee shall include in all of its contracts for work that is to be funded in whole or in part with grant funds provided by MEA a provision or provisions requiring all contractors to

purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed, with minimum coverage of \$1,000,000 per occurrence. All insurance provided by the contractor must name MEA as an additional insured.

(3) The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured. Insurance requirements may be waived by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated into the Grant Agreement.

**17. Monitoring and Evaluation**

For monitoring and evaluation purposes, the Grantee shall make available to MEA or its representatives, during regular business hours, all applicable reports, activities logs, timelines, estimated energy savings and generated energy, operating hours, projected system efficiencies and other technical and engineering specifications, and other information related to the Grant.

**18. MEA Access to Project Site**

A. If a Project Site is controlled by the Grantee:

(1) Upon reasonable notice, the Grantee shall allow MEA employees or representatives access to the Project Site to monitor the Project and provide technical assistance to verify that Project requirements are fully satisfied.

(2) Except as provided in paragraph (5) of this subsection, the Grantee shall allow MEA employees or representatives access to the Project Site to take photographs or video of the Project for MEA use, upon request by MEA.

(3) Upon reasonable notice from MEA, the Grantee shall assist MEA in any efforts to remotely monitor and inspect the Project, including but not limited to supplying MEA with any relevant photograph or document.

(4) Except as provided in paragraph (5) of this subsection, the Grantee shall participate in recorded remote monitoring of the Project to verify that Project requirements are fully satisfied, upon request by MEA.

(5) MEA may in its sole discretion modify the requirements in paragraphs (2) and (4) of this subsection if the Grantee provides a written request due to concerns, including but not limited to security concerns.

B. If a Project Site is controlled by a third party at any time during the Grant period:

The Grantee shall be responsible for obtaining written permission from the third party to allow MEA access to the Project Site for all purposes described in the Grant Agreement. Unless the Grantee provides good cause, to be determined solely by MEA, MEA shall not provide any further reimbursement of funds under the Grant Agreement until the Grantee provides the required written permission.

**19. Participation in Marketing and Public Events; Signage**

A. To the extent possible, and as requested by MEA, the Grantee shall participate in MEA-organized press events and host State government officials for visits and tours of the Project Site. MEA shall provide reasonable notice to the Grantee and coordinate with the Grantee prior to scheduling a press event or official visit.

B. The Grantee shall invite MEA in writing, which can include email, to any Grantee-organized media event regarding the Project.

C. The Grantee shall notify MEA prior to any media coverage regarding the Project including but not limited to press releases and announcements; and, unless otherwise specified in the Grant Agreement, shall reference MEA grant funds under the Grant Agreement in any such media coverage.

D. Within 90 days following the effective date of the Grant Agreement, the Grantee shall consult with MEA regarding the feasibility of displaying signage indicating MEA sponsorship of the Project. Based upon this consultation, MEA may require the Grantee to place signage indicating MEA's role in the Project in a prominent location and, if applicable, near the Project. If applicable, MEA may provide the official MEA logo for incorporation on existing Grantee-produced project signage and may elect to provide any required signage.

**20. Maryland Public Information Act; Use of Project Information**

A. All information submitted to MEA is subject to the Maryland Public Information Act, Md. Code Ann., General Provisions §§ 4-101 to 4-601, ("PIA"). If a grantee believes information is confidential and therefore should be exempt from disclosure under the PIA, the grantee should clearly mark this information and identify it by page and section or line number. Upon request for information from a third party, MEA is required to make an independent determination whether the information must be disclosed under the PIA. Designating information as confidential does not guarantee that it will be exempt from disclosure.

B. The Grantee understands and agrees that MEA may use information about the Project for reporting and marketing purposes, including but not limited to the project description, building type, energy measures, project costs, leveraged funds, energy and financial savings, and pictures and videos of the premises. MEA shall provide the Grantee an opportunity to review and consult



with MEA to ensure that a written case study, photo, or video taken of its facility will not disclose confidential personal and/or business information.

**21. Project Location Workforce Requirement**

The Grant shall comply with State Government Article § 9-20B-05, Annotated of Maryland, which requires that at least 80 percent of workers participating in a project or program that receives money from the SEIF must reside within 50 miles of the project or program. As the Program is a statewide program, MEA will determine compliance based on whether at least 80 percent of worksite workers reside in Maryland, or within 50 miles of Maryland's borders.

**22. American Manufactured Goods**

If the Grantee is a unit of State or local government, the Grant must comply with State Finance and Procurement Article §§ 14-416 and 17-303, Annotated Code of Maryland.

**23. Maryland Law Prevails**

The internal laws of Maryland shall govern the interpretation and enforcement of the Grant Agreement, except for any choice of law provisions utilized by Maryland.

**24. Grant Agreement Binding on Successors and Assigns**

The Grant Agreement shall bind the respective successors and assigns of the parties.

**25. Transfer of Grant Agreement**

The Grantee may not sell, transfer, or delegate any of its obligations under the Grant Agreement to another entity without prior written consent of MEA. Consent is not guaranteed and is at the sole discretion of MEA. Examples of factors that might lead to a denial of consent include a change in the Grantee's federal tax identification number, or a requested modification that is inconsistent with the requirements of the Program.

**26. Amendments to the Grant Agreement**

Other than an extension of up to 60 days approved pursuant to Section 3 of these General Provisions, no amendment to the Grant Agreement is binding unless it is in writing and signed by both parties.

**27. Merger**

The Grant Agreement and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions, or

obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

**28. Non-waiver of Rights; Remedies**

No failure on the part of the State or MEA to exercise, and no delay in exercising, any right under the Grant Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude the State or MEA from further exercising that or any other right. The remedies provided under the Grant Agreement are cumulative and not exclusive of any remedies provided by law.

**29. Attestations**

A person executing an Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

- A. The person is authorized to sign the Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth in the Agreement;
- B. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States;
- C. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee has engaged in any practice regarding this Grant that is inconsistent with General Provisions Article § 5-502, Annotated Code of Maryland;
- D. The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or the Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or the Agreement;
- E. The Grantee, if a health or social welfare organization as defined by State Finance and Procurement Article § 7-403, Annotated Code of Maryland, shall keep financial records in accordance with uniform accounting standards, as more fully described in Section 7-403;
- F. Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations; and
- G. The Grantee is not in default on any financial obligation to the State or MEA.



<b>Attachment B</b> <b>Program-Specific Information</b>		
1	<b>Name of Program:</b>	FY25 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program
2	<b>Area of Interest (if applicable):</b>	AOI 1 – On-Road Medium- and Heavy-Duty ZEV Vehicles
3	<b>Statutory basis for program:</b>	§9–2011 of Md. Code, State Government article
4	<b>Funding Source (e.g., SEIF, DPA, a subset of SEIF, or other, if applicable)</b>	SEIF-RGGI
5	<b>SEIF Category of Spending (if applicable):</b>	§ 9–20B–05(j)(4)
6	<b>Purpose of program, including purpose of the Area of Interest (if applicable):</b>	<p>The purpose of the MHD ZEV Program is to reduce greenhouse gas emissions, improve air quality, and support the adoption of zero-emission technologies in medium- and heavy-duty transportation sectors.</p> <p>AOI 1 provides grants to offset up to 75% of the incremental cost of new ZEVs compared to comparable diesel vehicles, based on AFLEET tool values.</p>
7	<b>Additional Program Specific Requirements:</b>	<ol style="list-style-type: none"> <li>1. Vehicles must be domiciled and operated in Maryland for no less than three (3) years.</li> <li>2. Quarterly reporting required for three (3) years post-delivery and reimbursement.</li> <li>3. Only new ZEVs eligible (no retrofits/repowers).</li> <li>4. Up to 75% of incremental cost covered (ZEV vs. diesel/gasoline).</li> </ol>
8	<b>Type of Program:</b>	Competitive ▾
9	<b>How many invoices may be submitted:</b>	<b>One (1) or Multiple</b> (i.e., on an ongoing basis and up to the Grant Amount listed in Grant Agreement)
10	<b>What documentation is required with each invoice:</b>	<ol style="list-style-type: none"> <li>1. A signed final invoice/vehicle purchase order(s) (must confirm both the final incremental cost and total vehicle cost paid);</li> </ol>

FY25 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program

AOI 1: On Road

MEA Grant No. 2025-12-528S1

		<ol style="list-style-type: none"> <li>2. Proof of payment;</li> <li>3. Documentation that lists the vehicle identification number (VIN), tag number, and vehicle in-service date for each ZEV denoted by model year, make and model;</li> <li>4. Factory build sheet (clearly confirming VIN and gross vehicle weight rating (GVWR));</li> <li>5. Photographs for each vehicle of the vehicle registration;</li> <li>6. Photographs of the vehicle showing the left side, front side - showing the license plate, VIN tag, odometer reading;</li> <li>7. Cost breakdown of cost-shared items in an excel spreadsheet (Grantee shall verify that the total cost share amount and items invoiced are equal to the total project cost).</li> </ol>
11	<b>What documentation must accompany the final invoice:</b>	<p>Each invoice will need the above requested documentation to be considered complete and ready to be reimbursed.</p> <ul style="list-style-type: none"> <li>• Leased vehicles will send MEA payment invoices once payment is made.</li> </ul>
12	<b>Required Reports</b>	<ol style="list-style-type: none"> <li>1. <u>Quarterly Operation Reports</u>: Due within 15 days after the end of each quarter, for three (3) years after project completion.</li> <li>2. <u>Progress Reports</u>: Before receiving their vehicles, grantees must provide quarterly progress reports to MEA, updating on their progress in acquiring the vehicles. Grantees have a 24-month period from the date this agreement is signed to procure their vehicles. The progress reports should inform MEA of the status of vehicle procurement efforts.</li> </ol>
13	<b>Reporting Frequency</b>	Quarterly (post-delivery, for three (3) years)
14	<b>Required contents of final report</b>	Completed and accurate reporting on vehicles as listed in the Required Reports/Progress Reports section.

FY25 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program  
 AOI 1: On Road  
 MEA Grant No. 2025-12-528S1

Attachment C		
Grant-Specific Information		
1	<b>Grantee Name:</b>	City of Rockville, Maryland
2	<b>Program Name:</b>	FY25 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program - AOI 1: On Road
3	<b>Project being funded:</b>	2025-12-528S1 Purchase of 2 Electric Transit Buses in Montgomery County, Maryland
4	<b>Description of how the project fulfills the purpose of the program</b>	Promotes equitable mobility for seniors with accessible, zero-emission transit while supporting municipal fleet decarbonization. Transit buses serve underserved and overburdened areas in Montgomery County.
5	<b>Description of Project (Scope of Work)</b>	Grantee must submit progress reports until the vehicle(s) are delivered, procure the approved vehicle(s), and submit invoices and supporting documentation as outlined in Attachment B — either upon full payment for purchased vehicles or with each lease payment for leased vehicles. Once the vehicle(s) are in-service, grantees must also maintain quarterly reporting as required in Attachment B.
6	<b>Special Requirements (if Applicable)</b>	N/A
7	<b>Address where Project will be located</b>	14625 Rothgeb Drive, Rockville MD 20850
8	<b>Project Milestones (add % of grant amount allocated for each milestone or deliverable, as applicable)</b>	<ul style="list-style-type: none"> <li>● August 2025 - August 2027: Grantee submits progress reports detailing planning and procurement timeline, till vehicle(s) is procured.               <ul style="list-style-type: none"> <li>○ Once the vehicle(s) is procured, the grantee must submit invoices and documentation as outlined in Attachment B to get reimbursement.</li> </ul> </li> <li>● August 2027 - August 2030: Grantee submits</li> </ul>

FY25 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program  
AOI 1: On Road  
MEA Grant No. 2025-12-528S1

		quarterly reports documenting vehicle usage, maintenance, and compliance with program requirements.
9	By what date must MEA receive the final invoice	08/30/2027
10	By what date must MEA receive the final quarterly report	3 years from when vehicles are placed in-service



## Funding Opportunity Announcement FY25 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program

### Program Description:

- The State Fiscal Year 2025 (FY25) Medium-Duty and Heavy-Duty Zero Emission Vehicle Grant Program (MHD ZEV) is established through [§9–2011 of Md. Code, State Government article](#). The Program provides financial assistance for the purchase of qualified, newly manufactured medium-duty or heavy-duty zero-emission fleet vehicles, as well as qualified zero-emission heavy equipment property, for commercial or industrial use.

### Type of Grant Program:

- Competitive statewide

### Program Budget:

- The program has an anticipated budget of up to \$10,000,000 for FY25. However, the actual amount awarded may vary, depending on the quantity and quality of applications received and MEA's available resources within the fiscal year. Of the \$10M budget:
  - \$8.75M is available for eligible on-road vehicles under Area of Interest 1 (AOI 1); and,
  - \$1,250,000 is available for eligible off-road heavy equipment property under Area of Interest 2 (AOI 2).
- The source of the program funding is the Strategic Energy Investment Fund (SEIF).
- AOI 1 (i.e., on-road vehicles) and AOI 2 (i.e., off-road heavy equipment property) applications will be evaluated separately. If insufficient eligible applications are received, MEA at its discretion may shift funds between AOIs based upon demand, application quality, and funding availability.

### Application Deadline:

- The program application period closes on **January 31st 2025 at 5:00PM EDT. February 14th 2025 at 5:00PM EDT**
  - Applications must be received at MEA by **5:00 PM EDT, January 31st 2025, February 14th 2025 at 5:00PM EDT**. Confirmation will be sent to each applicant verifying receipt of application from [transportation.mea@maryland.gov](mailto:transportation.mea@maryland.gov) within two business days of receipt. If an applicant does not receive a confirmation of receipt within this time frame, it is the applicant's responsibility to contact MEA to confirm that the application was successfully transmitted from the applicant's email system to MEA.

### Eligible Applicants:

- In accordance with §9–2011, a person or a unit of local government may apply for a grant under



the Program. "Person" means an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation, or other entity.<sup>1</sup>

- Ineligible applicants include but are not limited to: state and federal agencies and individuals seeking funding for vehicles used for individual or personal activities.
- To be eligible, an applicant must have at least three (3) vehicles in their existing fleet, or in their fleet after purchase of the ZEV vehicles being submitted for consideration under the MHD ZEV Program. These vehicles must be domiciled at a non-residential place of business.
- Applications may only include vehicles directly owned or leased by the applicant.
- Applicants must conform with the program requirements and definitions outlined in [§9–2011 of Md. Code, State Government article](#).
- Applicants must be in good standing with the Maryland State Department of Assessments and Taxation.
- Vehicles being purchased for resale are ineligible for an award under this Program.
- Applicants are ineligible for program funding for vehicles that have previously been awarded or are expecting to be awarded funding through the State's VW Environmental Mitigation Trust Fund program(s) or other State funding programs.
- If an applicant is applying to a federal program or non-State program and receives an award incentivizing a vehicle for which the applicant also applies and receives a MHD ZEV award, the amount of the MHD ZEV award shall not exceed the applicant's contribution to the project.
- MEA strongly encourages applications that will benefit underserved or overburdened communities, as defined in [§1-701 of Maryland Code, Environment article](#).

#### **Eligible Projects and Requirements:**

- This Grant Program is only available for vehicles and equipment being deployed for commercial or industrial use.
- To be eligible, a vehicle must be a Class 3 through 8 on-road battery electric vehicle (BEV) or hydrogen fuel cell electric vehicle (FCEV), or an off-road BEV or FCEV.
- All vehicles (on-road and off-road) shall be rated at more than 10,000 pounds gross vehicle weight to be eligible in FY25.
- Personal passenger, non-fleet vehicles, parallel plug-in hybrid electric vehicles, neighborhood electric vehicles<sup>2</sup> (NEVs), and low-speed vehicles<sup>3</sup> (LSVs) are ineligible for program funding.
- **For emergency vehicles associated with life safety activities only**, a Range Extended Electric Vehicle (REEV) is eligible. A Range Extended Electric Vehicle has an all-electric drivetrain and equipment with a diesel energy backup system to ensure delivery of emergency services. The electric motor drives the wheels almost all of the time, but the vehicle can switch to work like a parallel hybrid at highway speeds when the battery is depleted.
- Zero-emission heavy equipment property<sup>4</sup> means construction, earthmoving, or industrial heavy equipment (including any attachment for the equipment) that must be mobile and does not use an

<sup>1</sup> §1–101 of Md. Code, State Government article.

<sup>2</sup> The U.S. Department of Energy defines a NEV as "any four-wheel electric vehicle capable of achieving a top speed between 20 and 25 miles per hour (mph) and complies with the federal equipment and safety standards in Title 49 of the [U.S. Code of Federal Regulations](#), section 571.500." Source: <https://afdc.energy.gov/laws/5768>.

<sup>3</sup> A low-speed vehicle is defined by the U.S. Department of Energy as a "four-wheeled motor vehicle, other than an all-terrain vehicle, that is capable of reaching speeds of at least 20 miles per hour (mph) but not greater than 25 mph, has a gross vehicle weight rating of less than 3,000 pounds, and meets the safety standards in Title 49 of the U.S. Code of Federal Regulations, section 571.500." Source:

<https://afdc.energy.gov/laws/5954#:~:text=A%20low%2Dspeed%20vehicle%20is,49%20of%20the%20U.S.%20Code>

<sup>4</sup> See [§9–2011\(a\)\(7\)](#) of Maryland Code, State Government article.

internal combustion engine.

- Eligible zero-emission heavy equipment property include:
  1. a self-propelled vehicle that is not designed to be driven on the highway; and,
  2. industrial electrical generation equipment, industrial lift equipment, industrial material handling equipment, or other similar industrial equipment.
- Vehicles must be purchased new (i.e., retrofits are NOT eligible) and cannot be funded with this MHD grant if they have already been awarded funding through another state grant for the same vehicles.
- Repowered vehicles are not eligible for program funding. Repowered vehicles are used vehicles that have had the existing diesel/gasoline engine replaced with a new engine, motor, drivetrain, battery, and/or other alternative fuel vehicle drive and fuel storage component.
- **Any vehicle or equipment that was ordered, purchased, delivered, or for which a deposit was paid before Oct 31st, 2024, is not eligible for a grant.<sup>5</sup>**
  - Any applicant who starts a project and incurs costs before executing a grant agreement with MEA under this Program does so at its own risk.
- Vehicles must be registered in Maryland to the applicant.
- Vehicles shall be domiciled and primarily operated within the State for no less than three (3) years from the vehicle(s) delivery (dates).
  - Should a grantee decide to redeploy out of state, sell, or otherwise take out of service a vehicle funded through the Program before the end of the three year period, the grantee may be required to repay the grant.
- If the vehicle is being hosted at a site owned by another entity other than the applicant to this MHD ZEV program, MEA will require a signed letter of commitment from the site host for the application of grant funds. The signature of the site host will also be required in the Grant Agreement (two signatures in total, one from applicant and one from site host).
- Vehicles are not required to replace an existing conventional vehicle in the applicant's fleet, nor is there any scrappage requirement. However, vehicles associated with the replacement or retirement of existing gas/diesel vehicles will be viewed more favorably during the application review process.
- Projects must be completed, and reporting and reimbursement materials submitted to MEA within 24 months of the grant agreement execution date.
- Medium-duty or heavy-duty zero-emission vehicle supply equipment is not eligible for the FY24 MDH ZEV Program.
- Public schools should refer to the School Bus Grant Funding Opportunity Announcement.

#### **Evaluation Criteria:**

- MEA will evaluate MHD ZEV applications on the following criteria:
  - Minimum criterion for participation in the MHD ZEV Program: Qualified medium-duty or heavy-duty zero-emission vehicles and zero-emission heavy equipment property shall be domiciled in Maryland and operated or used primarily within the State.
  - The estimated amount of petroleum fuel or other fossil fuel to be displaced. This will be calculated by MEA using the [AFLEET tool](#) and the anticipated annual mileage to estimate the difference in fuel usage between purchasing a diesel, gasoline, or other fossil fuel vehicle and purchasing a new ZEV vehicle.
  - Whether the purchased ZEV will replace an existing petroleum-powered vehicle within the fleet.
    - Applications involving a qualified ZEV replacing an existing petroleum-powered vehicle and the existing petroleum-powered vehicle is then retired will be evaluated more favorably than applications involving the purchase of a new ZEV

---

<sup>5</sup> July 1, 2023 is the first day of fiscal year 2024.

where an existing petroleum-powered vehicle is not retired.

- Cost Effectiveness (estimated GHG reduction per vehicle per year per MHD ZEV eligible incentive). The GHG reduction estimate will be determined using the [AFLEET tool](#).
  - Level of fleet commitment. Cohesive plan for incorporating ZEVs into the fleet, especially for applicants who are new to ZEVs (e.g., charging/fueling plan, maintenance, etc.).
  - MEA will also give preference to qualified medium-duty or heavy-duty zero-emission vehicles that are to be owned or operated by an entity engaged in business activity that impacts public health, the environment, or infrastructure in an overburdened or underserved community<sup>6</sup>, as defined in § 1-701 of Md. Code, Environment article. Instructions on how to identify overburdened and underserved communities can be found in the Excel workbook application, on the Project Narrative tab question #10.
  - For AOI 1 only, applications that incorporate additional vehicle road safety features will be evaluated more favorably than vehicles without additional safety features. Additional safety features may include: automatic emergency braking, advanced driver assistance systems like lane assist and blind spot monitoring, intelligent speed adapters, and strong rear and side underride guards.
- MEA may request supplemental information from an applicant to assist with application evaluation.

### **Review Process**

- The MEA Clean Transportation Program Manager will assemble a review team of at least three (3) qualified energy professionals. Individuals from outside MEA may be included at the Clean Transportation Program Manager's discretion. All team members will review each application using the program evaluation criteria outlined in this FOA.
- Projects will then be ranked from highest to lowest by the review team as a group, based on the evaluation criteria. The review team will also determine if any applications do not meet the eligibility requirements for the Program.
- The Program Manager will summarize the recommendations of the award team to the MEA Energy Programs Division Director or the designee of the Energy Programs Division Director, incorporating input from the Review Team, based on the funding available. Award recommendations are not finalized until approved by the MEA Agency Director, or the MEA Agency Director's authorized designee.
- The review team may recommend additional projects (in order of ranking) for funding if additional funding becomes available before the end of the fiscal year.

### **Award Formula:**

- The grant provided by MEA for applications selected for award will be up to 75% of the incremental cost of the qualified medium-duty or heavy-duty zero-emission vehicle, or zero-emission heavy equipment property.
  - A qualified medium-duty or heavy-duty zero-emission vehicle<sup>7</sup> means a motor vehicle that is rated at more than 10,000 pounds gross vehicle weight and is powered by electricity stored in a battery or produced by a hydrogen fuel cell.
  - Zero-emission heavy equipment property<sup>8</sup> means construction, earthmoving, or industrial equipment, including any attachment for the equipment that is mobile, and does not use an internal combustion engine. Zero-emission heavy equipment property includes a self-propelled vehicle that is not designed to be driven on a highway, and industrial

---

<sup>6</sup> Pursuant to §9-2011(b)(3) of Md. Code, State Government article.

<sup>7</sup> Pursuant to §9-2011(a)(5) of Md. Code, State Government article.

<sup>8</sup> Pursuant to §9-2011(a)(7) of Md. Code, State Government article.



electrical generation equipment, industrial lift equipment, industrial material handling equipment, or other similar equipment.

- For the MDH ZEV program in FY24, zero-emission heavy equipment property must be rated at more than 10,000 pounds.

***For AOI 1 (On-Road Medium- and Heavy-Duty ZEV Vehicles)***

- For AOI 1, grants will be awarded based on up to 75% of the incremental costs between the qualified ZEV and the comparable petroleum-fueled vehicle using the values outlined in the Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) tool.

**Formula for calculating the grant by vehicle type using AFLEET**

Maximum Grant Award = (ZEV vehicle price in AFLEET - Base vehicle price in AFLEET (e.g., diesel)) \* 0.75

**Example for an electric school bus replacement using AFLEET values** (where the base vehicle is diesel)

Maximum Grant Award = (\$300,000 - \$100,000) \* 0.75 = \$200,000 \* 0.75

Maximum Grant Award = \$150,000 (electric school bus)

- Table 1 below shows the calculated grant amounts, by vehicle type, using the purchase prices included in the AFLEET Tool for diesel to electric conversions, as well as diesel to hydrogen vehicle conversions.

**Table 1: FY24 Medium-Heavy Duty Grant Program Incentives for Zero Emission On-Road Vehicles (Diesel to Electric and Diesel to Hydrogen)** *For more information on Vehicle Type see Table 2.*

Zero Emission Type	Vehicle Type	ZEV Costs	Diesel Costs	Incremental Cost (ZEV minus diesel vehicle costs)	% of Incremental Cost Eligible for Grant Request	Maximum Up to Grant Award (per new vehicle)
Battery Electric (BEV)	Single Unit Short-Haul Truck	\$150,000	\$70,000	\$80,000	Up to 75%	<del>\$60,000</del> <b>\$80,000</b>
	Single Unit Long-Haul Truck	\$185,000	\$75,000	\$110,000	Up to 75%	<del>\$82,500</del> <b>\$92,500</b>
	Refuse Truck	\$500,000	\$300,000	\$200,000	Up to 75%	<del>\$150,000</del> <b>\$250,000</b>
	Combination Short-Haul Truck	\$480,000	\$130,000	\$350,000	Up to 75%	<b>\$262,500</b>
	Transit Bus	\$900,000	\$500,000	\$400,000	Up to 75%	<b>\$300,000</b>
	Combination Long-Haul Truck	\$850,000	\$150,000	\$700,000	Up to 75%	<b>\$525,000</b>

<b>Hydrogen (FCEV)</b>	Combination Short-Haul Truck	\$360,000	\$130,000	\$230,000	Up to 75%	<b>\$172,500</b>
	Combination Long-Haul Truck	\$400,000	\$150,000	\$250,000	Up to 75%	<b>\$187,500</b>
	Transit Bus	\$1,125,000	\$500,000	\$625,000	Up to 75%	<b>\$468,750</b>

Projects involving fossil fuel vehicles other than diesel (e.g., liquid propane, compressed natural gas (CNG), liquified natural gas (LNG) to electric, as well as fossil fuel vehicles other than diesel to hydrogen, are also eligible for a possible award. The maximum allowable grant, if the proposed project is selected for award, will be calculated using the incremental cost for these vehicles, based on the estimated vehicle prices from AFLEET, using the formula outlined in this FOA (i.e., (ZEV vehicle cost - fossil fuel vehicle cost)\*0.75). To confirm the maximum possible grant amount by vehicle type, please reach out to the MEA Transportation Program Manager listed below.

**For AOI 1, the maximum amount of FY25 MHD ZEV grant funding will not exceed \$1.5 million per applicant.**

**For AOI 2 (Zero-Emission Heavy Equipment Property)**

- Zero-emission heavy equipment property is construction, earthmoving, or industrial heavy equipment, including any attachment for the equipment, that is mobile and does not use an internal combustion engine. Zero-emission heavy equipment property includes self-propelled vehicles that are not designed to be driven on a highway, and includes industrial electrical generation equipment, industrial lift equipment, industrial material handling equipment.
- For each heavy equipment property, an applicant to AOI 2 will be eligible to receive up to 75% of the incremental cost, or difference in price, between comparable conventional heavy equipment property and zero-emission heavy equipment property that is directly attributable to the functional features of the equipment.
- An applicant to AOI 2 is required to provide third-party cost information for the conventional fossil-fuel powered version of the heavy equipment property, as well as a third-party price estimate for the comparable zero-emission heavy equipment property.
  - To comply with the statutory requirements of the Program, MEA may exclude any costs deemed not directly attributable to the functional features of the equipment from the incremental cost calculation.

**For AOI 2, the maximum amount of FY25 MHD ZEV grant funding will not exceed \$375,000 per applicant.**

**Partial Awards:**

- Partial awards are possible under the Program. If insufficient funds are available to fully fund a project (e.g., instances of exceptional demand, limited budget resources etc.), an applicant may be offered a proportionally reduced, partial award with the remaining budgeted funding. If the applicant accepts, then the project will be funded at a level that is less than 75% of the incremental costs between the conventional vehicle and the ZEV.
- If the applicant does not accept a partial award, an award will be offered to the next approved project in rank order until all funding has been expended or all remaining projects have rejected the offer.

**Required Application Documents:**

- The required application forms (in an Excel workbook) can be obtained on the Program Website at <https://energy.maryland.gov/transportation/Pages/MediumandHeavyDutyGrant.aspx>.
- A complete application package consists of a complete, signed application (i.e., the Excel workbook with all tabs completed) and the supporting documentation outlined below.
- Application Package
  - A completed, signed application form (Excel workbook). After reviewing the tab entitled "Instructions", the applicant must complete the following additional workbook tabs:
    - Project Narrative
    - General Information
    - Zero Emission Vehicle Summary Table
    - Attachment Checklist
    - Applicant Signature
  - Attachments (as applicable)
    - Vendor documentation of technical specifications
    - Vehicle Lease Documentation
    - Letter of commitment for site host, if applicable
    - A complete and signed IRS Form W-9<sup>9</sup> (Request for Taxpayer Identification Number and Certification) for the applicant
      - **If the federal tax identification number is a social security number, do NOT submit this information via non-encrypted email. Contact MEA for alternative submission instructions.**

#### **Submission Instructions:**

- MEA encourages the use of electronic communication, including applications, to streamline processing and reduce environmental impacts. If you choose to "opt out" of electronic communications for this program, please contact MEA no later than five (5) days prior to the application deadline to work on an alternative method to apply.
- **Applications should be submitted electronically to MEA via email to:**  
**transportation.mea@maryland.gov**.
- Email subject line should follow the naming convention: "*Fleet Name- MEA FY25 MHD ZEV Application Package*".
- Application form should be saved as an Excel file using the following naming convention: "*Fleet Name- MEA FY25 MHD ZEV Application Form*". Please do not re-save and submit the file as a PDF.
- Attach supporting documents as separate files. Do not combine each piece of supporting documentation into one file attachment.

#### **Grant Program General Provisions:**

- MEA grant programs are covered by general grant provisions that apply to all energy programs. A copy of the General Provisions document is available on MEA's website at <https://energy.maryland.gov/SiteAssets/Pages/all-incentives/General%20Provisions%20v3%202.11.22.pdf>; this document will be incorporated into all FY24 grant agreements issued by MEA.

#### **Grant Process:**

---

<sup>9</sup> A blank copy of an IRS Form W9 can be downloaded from the IRS website at: <https://www.irs.gov/forms-pubs/about-form-w-9>.

- The Applicant must be willing and able to enter into a grant agreement with MEA if selected for an award.
- The name and federal tax identification number on the IRS W9 form must match the name of the grantee on the grant agreement. Upon execution of the FY24 grant agreement, MEA is unable to change the federal tax identification number of the grantee.
- Grants are paid in arrears.
- Participation in MEA grant programs is voluntary. If selected for award and to ensure the secure transmission of grant funds, grantee recipients of MEA funding are generally required to receive electronic payments from the State of Maryland. Electronic payments will be set up through the State of Maryland's Comptroller's Office.

#### **Reporting Requirements:**

- Prior to vehicle delivery, all grantees shall provide progress updates as requested by MEA.
- Once vehicle(s) have been delivered, all grantees will be required to submit quarterly operation reports for three years beginning the first quarter after project completion/vehicle delivery. Data requested includes but is not limited to vehicle miles traveled, energy use, project bids, VINs, license plate numbers, and any other information deemed necessary by the state.

#### **Relevant Programs/Resources:**

- For general information on additional incentives available for ZEVs and supporting fueling/charging infrastructure, please consult the [US DOE Alternative Fuels Data Center \(AFDC\) website](#).

#### **Program Changes:**

- Any update (e.g., extension of a deadline) or clarification about the Program and any corrections to inadvertent errors in the Program information will be available on the Program webpage. In addition, MEA will communicate clarifications and updates made after the application deadline directly to applicants or grantees, as applicable, by letter and/or email. The final grant amount for each Grantee will be made after review of all proposals received and is subject to funding availability for the Program and any relevant statutory requirement applicable at that time.

#### **Questions may be directed to:**

Natalie Buscemi, Transportation Program Manager at [transportation.mea@maryland.gov](mailto:transportation.mea@maryland.gov) or 410-537-4071.

**Table 2.** Vehicle type with class, weight and examples

Vehicle Type	Class	Weight (lbs)	Example
Single-Unit Short-Haul Truck	3-6	10,001 - 26,000	Box trucks (e.g., Ford F-650)
Single-Unit Long-Haul Truck	7-8	26,001+	Delivery trucks (e.g., Freightliner M2 106)
Refuse Truck	7-8	26,001+	Mack LR Electric, Peterbilt 520
Combination Short-Haul Truck (-250 miles)	7-8	33,001+	Day cabs (e.g., Freightliner Cascadia)
Transit Bus	7-8	33,001+	New Flyer Xcelsior
Hydrogen (FCEV) Combination Long-Haul Truck	8	33,001+	Nikola Tre FCEV
Combination Long-Haul Truck (+250 miles)	8	33,001+	Sleeper cabs (e.g., Volvo VNL 860)



**Wes Moore, Governor**  
**Aruna Miller, Lt. Governor**  
**Paul G. Pinsky, Director**

05/09/2025

City of Rockville, Maryland  
111 Maryland Avenue Rockville, MD 20850  
52-6001573  
Jeff Mihelich, City Manager

FY25 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program  
Grant No. 2025-12-528S1  
Grant amount: \$160,000.00 (not to exceed)  
Anticipated Grant End Date: May 2027  
Grant Project Description: Purchase of 2 Single Unit Short-Haul Trucks

**Re: Award Notification and Commitment of Funds for Fiscal Year 2025**

Dear Jeff Mihelich,

The Maryland Energy Administration (“MEA”) through this letter (“Award Letter”) notifies you that the City of Rockville, Maryland (“Applicant”) has been awarded a grant in the amount not to exceed \$160,000.00 (“Award”) for the proposal submitted in the application dated 1/31/2025 to the FY25 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program Area of Interest 1 - On Road (“Program”), subject to the conditions described below. MEA may rescind this Award if the Applicant does not agree to comply with all Program requirements set forth in the Funding Opportunity Announcement (FOA), the Grant Agreement General Provisions, and the Additional Terms and Conditions stated below. In addition, the Award is conditioned on the execution of a Grant Agreement between MEA and the Applicant within the time frame MEA will specify.

Prior to execution of the Grant Agreement, grant funds are subject to change in amount and availability. Additionally, for situations where the scope of work is not part of the Funding Opportunity Announcement, the Applicant and MEA must develop a scope of work, which will be incorporated into the Grant Agreement. Unless MEA agrees otherwise in writing, MEA will not reimburse the Applicant for any costs incurred prior to execution of the Grant Agreement.

The following constitute Additional Terms and Conditions of this Award:

1. Deadline for Execution of Award Letter



The Applicant shall return this fully executed Award Letter to MEA **no later than 30 days after the date of this award letter** unless MEA extends this deadline.

## 2. Assignment

This Award is not assignable or transferable. Any change to the Applicant's name, federal tax identification number, or mailing address may invalidate this Award.

## 3. Merger

No statements, agreements, or representations, oral or written, that have been made to the Applicant or to any employee or agent of the Applicant, either by MEA or by an employee or agent acting on behalf of MEA, with respect to the Program or this Award, shall be of any force or effect, except to the extent stated in this Award Letter. This Award may not be changed except by written agreement signed by MEA.

## 4. Governing Law

(a) This Award shall be governed by and construed under the laws of the State of Maryland.

(b) If any term, covenant, or condition of this Award is held to be invalid, illegal, or unenforceable in any respect, this Award shall be construed without such provision to the fullest extent possible and shall remain in full force and effect.

## 5. Survival of obligations

The obligations the Applicant agrees to in executing this Award Letter shall survive the execution of the Grant Agreement. In the event of any conflict between this Award Letter and the Grant Agreement, the Grant Agreement shall prevail.

Natalie Buscemi serves as the grant manager for this Program and will contact you soon to execute the Grant Agreement. Natalie can be reached via email at [transportation.mea@maryland.gov](mailto:transportation.mea@maryland.gov).

Congratulations to your organization on its successful proposal.

**NOTE: THIS IS A BINDING LEGAL DOCUMENT. IF YOU HAVE QUESTIONS CONCERNING ANY OF ITS PROVISIONS, YOU SHOULD CONSULT YOUR LEGAL COUNSEL BEFORE EXECUTING THIS DOCUMENT.**

[Signature Page to Follow]

Sincerely,

Signed by:  
  
F878A40CC67498...  
Jenn Aiosa

Chief of Staff

MARYLAND ENERGY ADMINISTRATION

ACCEPTED:

Signed by:  
  
5E09E33D1438A67

5/20/2025

Name: Jeff Mihelich

Position: City Manager

City of Rockville, Maryland

Attachments:

1. Attachment A: Grant Agreement General Provisions Version 3 for Fiscal Year 2025
2. Attachment B: FY25 Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program Funding Opportunity Announcement

cc: Diego Lopez, Section Chief, Clean Transportation and Innovation  
Natalie Buscemi, Transportation Program Manager





MAYOR AND COUNCIL Meeting Date: August 4, 2025

Agenda Item Type: CONSENT

Department: RECREATION & PARKS

Responsible Staff: ALEXIS D'ANGELO SWOPE

## Subject

Adopt a Resolution amending Resolution No. 30-73, requesting the name change of the "Senior Citizens Commission" to the "Rockville Commission on Aging," and to update the mission thereof.

---

## Department

Recreation & Parks

---

## Recommendation

The Mayor and Council of Rockville should adopt changes to Resolution No. 30-73, requesting the name change of the "Senior Citizens Commission" to the "Rockville Commission on Aging," and to update the mission thereof.

---

## Change in Law or Policy

Adopt a Resolution amending Resolution No. 30-73.

---

## Discussion

### Background on the Senior Citizens Commission:

On November 3, 1969, the Mayor and Council passed Resolution No. 62-69, creating a five (5) member "Senior Citizens Commission" focused on the concerns of the elderly, establishing local programs for seniors, and integrating the senior population into all city activities. On May 11, 1970, the Mayor and Council by resolution No. 21-70, amending resolution No. 62-69 to increase the number of commissioners from five (5) to seven (7). On May 14, 1973, by resolution No. 30-73, amended resolution No. 21-70 to further increase the number of commissioners from seven (7) to nine (9) and to impose staggered 3-year terms. At the May 1, 2025, Senior Citizens Commission Meeting, a significant portion of the meeting discussed changing the name of the commission to the "Rockville Commission on Aging," as well as updating its mission. **(Attachment A – Meeting Minutes)** A commissioner made a motion to present the name change and updated mission to the Mayor and Council, and all commissioners were in favor. Alexis D'Angelo Swope, Senior Support Services Supervisor, created a letter dated May 9, 2025, to be sent to the Mayor and Council, requesting consideration for a name change and an updated mission. **(Attachment B – letter to Mayor and Council)**

### Recommendations for Resolution Updates:

Members of the Senior Citizens Commission propose the following updates to Resolution No. 30-73

1. Change the name of the Senior Citizens Commission to the "Rockville Commission on Aging. Consisting of nine (9) members appointed by the Mayor and confirmed by the Council, who serve as a vital link between the Mayor and Council and Rockville's older population.

2. Change the mission of the Rockville Commission on Aging, including:
  - To advocate on behalf of older adults, promote policies and programs that support the well-being of older adults, and serve as ambassadors to those living in or visiting the Rockville community.
  - To work closely with City staff to identify the needs of aging residents and to gather community input and support for both existing and new initiatives that enhance the quality of life for aging residents.
  - Represent the interests of Rockville’s older adults at the local, county, and state levels, striving to ensure the voices are heard in relevant social and legislative discussions.

#### **Benefits of Proposed Changes:**

The Commissioners felt the edits will have the following benefits:

- The name change and updated mission will better reflect the evolving needs of older adults in our community.
- The updated name aligns with terminology used by neighboring jurisdictions and presents a more inclusive and welcoming image for both current and prospective commissioners.
- The updated mission better reflects the Commission's broader mission of advocating for all older adults in our community.

The proposed changes in the Resolution as reflected in Attachment C are presented for your consideration. **(Attachment C – proposed resolution changes.)**

---

### **Mayor and Council History**

On November 3, 1969, the Mayor and Council passed Resolution No. 62-69, creating the “Senior Citizens Commission” as a five (5) member board focused on the concerns of the elderly, establishing local programs for seniors, and integrating the senior population into all city activities.

On May 11, 1970 by resolution No. 21-70 the Mayor and Council amended Resolution No 62-69 to increase the number of Commissioners from five (5) to seven (7)

On May 14, 1973, by resolution No. 30-73 the Mayor and Council amended resolution No. 21-70 to further increase the number of commissioners from seven (7) to nine (9) and to impose staggered terms three (3) year terms.

On May 9, 2025, the Mayor and Council of Rockville received a letter from Alexis D’Angelo Swope, Senior Support Supervisor and liaison to the Senior Citizens Commission, requesting consideration of the name change and updated mission for revisions to Resolution No. 30-73.

On July 17, 2025, a draft resolution was approved by the Senior Citizens Commission, to then be presented to the Mayor and Council.

---

### **Fiscal Impact**

There is no fiscal impact to the adoption of this resolution.

---

### **Next Steps**

If the Mayor and Council adopt the resolution updates, the Senior Citizens Commission will move forward with promoting their new name and continue to represent the interests of Rockville’s older adults, focusing on implementing its new mission.

---

## **Attachments**

Attachment A- Commission May 1 2025 minutes Special Meeting, Attachment B-letter to Mayor and Council, Attachment C- proposed Resolution changes

CITY OF ROCKVILLE  
SENIOR CITIZENS COMMISSION  
ROCKVILLE SENIOR CENTER  
1150 CARNATION DRIVE

May 1, 2025, 10:00 a.m. (Hybrid Special Meeting)

**Members Present:** Elaine Koubek, Co-Chair; Stephen Smith Co-Chair; Alan Kaplan, Commissioner; Dory Wink, Commissioner; Vicki Gottlich, Commissioner; Dick Rosano, Commissioner; Dory Wink, Commissioner; Barry Jackson, Mayor and Council Liaison

**Absent:** Anne Herbster, Commissioner; Ellen Wicker, Commissioner

**Staff:** Alexis D'Angelo Swope; Fran Jablonski

**Elaine Koubek, Chair** started the meeting at 10:10 a.m. with welcome and check-in.

The meeting focused on the proposed name change for the Commission and reappointment of members, Dick Rosano, Commissioner and Ellen Wicker; Commissioner for three more years and the appointment of Vicki Gottlich, Commissioner and Dory Wink, Commissioner for three years. A significant portion of the discussion revolved around the proposed name change of the Senior Citizens Commission to the Rockville Commission on Aging. After some more discussion, **Alan Kaplan, Commissioner** made a motion to present to the Mayor and Council to change the name of the Senior Citizens Commission to Rockville Commission on Aging and to update the mission. **Dick Rosano Commissioner and Krishna Kumar, Commissioner** seconded it. All were in favor. The next step is to prepare a memo to present to the Mayor and Council requesting the name change and once approved to move forward create a consent agenda item to amend Resolution No. 30-73. **Alexis D'Angelo Swope** will prepare a memo and circulate it to the members to gain comments or suggestions.

The Commission also addressed leadership roles, particularly the appointment of the chair. **Stephen Smith, Co-Chair** raised concerns about adherence to the original resolution regarding chair appointments, while **Barry Jackson, Mayor and Council Liaison** clarified that current members remain in their roles until new appointments are made. The Commission agreed to propose a discussion with the mayor about the chair appointment process and the possibility of allowing Commission members to select their own chair.

Additionally, the Commission discussed the timeline for finalizing the proposed draft and upcoming events, including the Arts Fair in downtown Rockville and the Villages picnic, which **Elaine Koubek, Co-Chair** will attend.

Meeting adjourned at 10:50 AM  
Next meeting May 15, 2025 – 9:30 AM



Hon. Mayor Monique Ashton and City Council City of Rockville  
111 Maryland Avenue  
Rockville, Maryland 20850  
Re: Request for Name Change and Updated Mission Statement

May 9, 2025

Dear Mayor Ashton and Members of the City Council,

The Senior Citizens Commission respectfully requests consideration for a name change to better reflect the evolving needs and identity of our community. We propose renaming the "Rockville Senior Citizens Commission" to the "Rockville Commission on Aging."

This updated name aligns with terminology used by neighboring jurisdictions and presents a more inclusive and welcoming image for both current and prospective commissioners. It also better reflects the Commission's broader mission of advocating for all older adults in our community.

In conjunction with this proposed name change, we would like to formally share our updated mission statement:

#### Mission of the Rockville Commission on Aging

The Rockville Commission on Aging is a nine-member body appointed by the Mayor and confirmed by the Council. The Commission serves as a vital link between the Mayor and Council and Rockville's older adult population.

The Commission advocates on behalf of older adults, promotes policies and programs that support their well-being, and serves as ambassadors to those living in or visiting our community. Commissioners work closely with City staff to identify needs, gather community input, and support both existing and new initiatives that enhance quality of life for aging residents.

Additionally, the Commission represents the interests of Rockville's older adults at the local, county, and state levels, striving to ensure their voices are heard in relevant social and legislative discussions.

We appreciate your consideration of both this name change and our revised mission statement, and we thank you for your continued support of the Commission's work.

Respectfully,

*ADS*

Alexis D'Angelo Swope  
Staff Liaison, Senior Citizens Commission

Resolution No. \_\_\_\_\_

RESOLUTION: To rename the Senior Citizens Commission and update the mission thereof.

## RECITALS

**WHEREAS**, the Mayor and Council, by Resolution No. 62-69, created a five (5) member “Senior Citizens Commission,” focused on the concerns of the elderly, establishing local programs for seniors and integrating the senior population into all city activities; and

**WHEREAS**, by Resolution No. 21-70, the Mayor and Council amended Resolution No. 62-69 to increase the number of commissioners from five (5) to seven (7); and

**WHEREAS**, by Resolution No. 30-73, the Mayor and Council amended Resolution No. 21-70 to further increase the number of commissioners from seven (7) to nine (9) and to impose staggered three (3) year terms; and

**WHEREAS**, the Mayor and Council now wish to rename the “Senior Citizens Commission” to the “Rockville Commission on Aging” to utilize contemporary terminology, present an inclusive and welcoming image for commissioners and the community, and to reflect the commission’s broad mission of advocating for all older adults in the Rockville community.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND** as follows:

The Mayor and Council of Rockville hereby rename the “Senior Citizens Commission” to the “Rockville Commission on Aging” consisting of nine members appointed by the Mayor and confirmed by the Council, who serve as a vital link between the Mayor and Council and Rockville’s older adult population;

### **Be it Further Resolved,**

The Mayor and Council of Rockville modernize and update the Rockville Commission on Aging’s mission and duties as follows:

1. To advocate on behalf of older adults, promote policies and programs that support the well-being of older adults and to serve as ambassadors to those living in or visiting the Rockville Community;
2. To work closely with City staff to identify the needs of aging residents, and to gather community input and support both existing and new initiatives that enhance the quality of life for aging residents;

3. To represent the interest of Rockville’s older adults at the local, county, and state and levels, striving to ensure their voices are heard in relevant social and legislative discussions.

This Resolution supersedes and amends Resolution No. 62-29 as amended by Resolutions 21-70 and 30-73 and shall become effective as of [insert date] 2025.

\* \* \* \* \*

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Mayor and Council of Rockville as its meeting of \_\_\_\_\_, 2025.

---

Sara Taylor-Ferrell, City Clerk and  
Director of Council Operations





MAYOR AND COUNCIL Meeting Date: August 4, 2025

Agenda Item Type: CONSENT

Department: PW - TRAFFIC & TRANSPORTATION

Responsible Staff: JENNIFER WANG

---

## Subject

Award and Authorize the City Manager to Execute a Contract Responsive to Invitation for Bids (IFB) #28-25, Potomac Valley Road Sidewalk Project, to Olney Masonry Corporation of Beltsville, MD, for a Term of 200 Calendar Days in the Amount Not to Exceed \$317,123.50.

---

## Department

PW - Traffic & Transportation

---

## Recommendation

Staff recommends that the Mayor and Council award and authorize the City Manager to execute a contract responsive to Invitation for Bids (IFB) #28-25, Potomac Valley Road Sidewalk Project, to Olney Masonry Corporation of Beltsville, MD, for a term of 200 calendar days in the amount not to exceed \$317,123.50.

---

## Discussion

The Potomac Valley Road Sidewalk Project includes the installation of approximately 1,200 linear feet of five-foot-wide sidewalk on the south side of Potomac Valley Road between Falls Road and New Mark Esplanade. Other major items of work associated with this project include construction of curb and gutter; ADA ramps, two impacted driveways; storm drain structures and pipes; and restoring all disturbed areas with landscaping. The project was designed by Wallace, Montgomery and Associates, LLP of Hunt Valley, MD. This project is included in the Sidewalks CIP project (Attachment 1).

---

## Mayor and Council History

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

---

## Public Notification and Engagement

City staff met with the adjacent residents on April 27, 2022, and March 30, 2023, to discuss the project. Staff worked with the residents and modified the design in order to reduce the number of impacted trees. Commercial properties and residents will be notified via neighborhood advisories at least two weeks in advance of construction.

---

## Procurement

Staff prepared and publicly issued IFB #28-25 on May 23, 2025, in accordance with Rockville City Code section 17-61. IFB #28-25 was posted on the City's website and electronically

provided to 909 prospective bidders via the State of Maryland eMaryland Marketplace Advantage (eMMA) system. Of the 909 prospective bidders using the system's reporting capabilities, 152 were Disadvantaged Business Enterprises (DBE), 153 were Minority Business Enterprises (MBE), and 66 were Veteran-Owned Small Business Enterprises (VSBE).

Sealed Bids were received and opened on June 24, 2025. Seven (7) bids were received:

<b>Contractor</b>	<b>MFD-V Status</b>	<b>Location</b>	<b>Total Bid Amount</b>
Patton Construction Company	Non-MFD-V	Lanham, MD	\$395,717.00
Pessoa Construction Company	MFD-V	Fairmont Heights, MD	\$720,407.50
Brawner Builders, Inc.	Non-MFD-V	Hunt Valley, MD	\$433,842.00
Olney Masonry Corporation	MFD-V	Beltsville, MD	\$317,123.50
Sagres Construction Corporation	Non-MFD-V	Alexandria, VA	\$386,777.00
INL Construction LLC*	Non-MFD-V	Manassas, VA	\$220,345.00
Capitol Flexi-Pave LLC*	MFD-V	Hamilton, VA	\$73,343.99

The bids from INL Construction LLC and Capitol Flexi-Pave LLC were deemed non-responsive. Olney Masonry Corporation was determined to be the lowest responsive and responsible bidder, having met all the requirements of the IFB.

References were contacted, and all received were favorable of their experiences with Olney Masonry Corporation. The draft contract is provided as Attachment 2.

In accordance with Rockville City Code, Section 17-39(a), Awarding Authority, all contracts involving more than two hundred fifty thousand dollars (\$250,000.00) shall be awarded by the Mayor and Council.

---

## **Fiscal Impact**

The Sidewalks program is budgeted in five year increments. This work will take place in the Sidewalks: FY26-FY30 (TE26) CIP project. Unobligated funding from the Sidewalks: FY21-FY25 (TE21) CIP project has been transferred to the new FY26-FY30 project, providing sufficient funding for this award.

The Traffic and Transportation Division received a \$396,000 Enhanced Mobility Program grant awarded by Federal Transit Authority (FTA) in 2017 (MWCOC Contract No. 19-064 Attachment 3) with \$99,000 local match for a total of \$495,000. The scope of the program includes the citywide bus stop improvement (completed in June 2023) and the Potomac Valley Sidewalk Project. There is \$149,410.56 remaining from the Enhanced Mobility Program.

---

### **Next Steps**

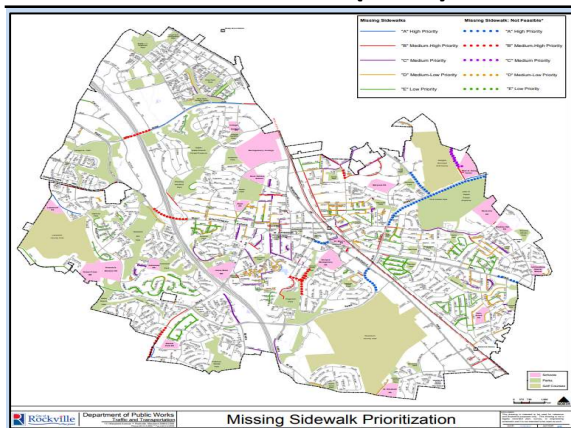
Upon Mayor and Council award, the Procurement Department will obtain insurance certificates, payment and performance bonds, contract signatures, and issue a contract to Olney Masonry Corporation.

---

### **Attachments**

Attachment 1: Sidewalks CIP, Attachment 2: IFB 28-25 Olney Contract, Attachment 3: MWCOG Agreement

## Sidewalks: FY21-FY25 (TE21)



**Description:** This project provides safe and accessible pedestrian facilities by constructing missing city sidewalk links. Sidewalk projects are programmed using the Sidewalk Prioritization Policy rating system, petitions submitted by residents in support of construction, and coordination with other city projects. Information on the Sidewalk Prioritization Policy can be found on the city's website: [www.rockvillemd.gov/Sidewalks](http://www.rockvillemd.gov/Sidewalks).

**Changes from Previous Year:** Construction completion changed to FY 2026 to complete ongoing work and project close out.

### Current Project Appropriations

Prior Appropriations:	3,707,259
Less Expended as of 4/15/25:	1,560,629
Total Carryover:	2,146,630
New Funding:	-
Total FY 2026 Appropriations:	2,146,630

**Guiding Principle:** Public Safety

**Mandate/Plan:** Vision Zero Action Plan; Complete Streets Policy; Pedestrian Master Plan; Sidewalk Prioritization Policy

**Anticipated Project Outcome:** Streets that are safer and better connected for pedestrians.

**Project Timeline and Total Cost by Type:** Grant funds, funding for work not completed in the prior five year project (TF16), and additional funds supported by supplemental tax duplication revenue were added to this project. Project completion changed to FY 2026 to complete ongoing work and project close out.

Type	Estimated Start		Estimated Completion		Estimated Cost (FY 2021 through FY 2025 only)			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	FY 2021	FY 2022	FY 2025	FY 2026	215,000	558,143	343,143	160%
Construction	FY 2021	FY 2022	FY 2025	FY 2026	1,877,040	3,149,116	1,272,076	68%
Other	-	-	-	-	-	-	-	-
<b>Project Total (\$):</b>					<b>2,092,040</b>	<b>3,707,259</b>	<b>1,615,219</b>	<b>77%</b>

**Project Funding:** This project is fully funded. This project is considered a routine capital maintenance project and is funded in five year increments.

Source	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
Paygo (Cap)	1,085,866	-	-	-	-	-	-	1,085,866
Grants (Cap)	265,040	-	-	-	-	-	-	265,040
Developer (Cap)	165,000	-	-	-	-	-	-	165,000
Co. Impact Tax (Other-Cap)	965,000	-	-	-	-	-	-	965,000
Paygo (Act)	1,116,498	-	-	-	-	-	-	1,116,498
Paygo (Spd)	109,855	-	-	-	-	-	-	109,855
<b>Total Funded (\$)</b>	<b>3,707,259</b>	-	-	-	-	-	-	<b>3,707,259</b>
Unfunded (Act)	-	-	-	-	-	-	-	-
<b>Total w/Unfunded (\$)</b>	<b>3,707,259</b>	-	-	-	-	-	-	<b>3,707,259</b>

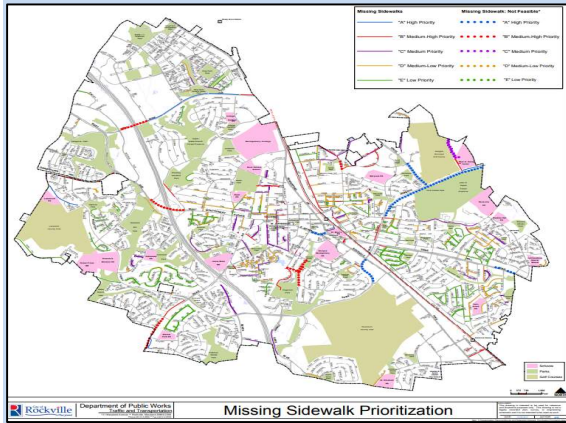
**Operating Cost Impact:** Maintenance, snow removal, landscaping, and stormwater management.

Fund	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
General	4,000	-	-	-	-	-	-	4,000
SWM	8,000	-	-	-	-	-	-	8,000

**Project Manager:** Jennifer Wang, Senior Transportation Engineer, 240-314-8506.

**Notes:** This project first appeared in the FY 2021 CIP. FY 2026 work includes construction completion of group 1 sidewalks (Highland Ave., Frederick Ave., Monroe St., and Nelson St.) and design completion of group 2 sidewalks (Carr Ave., Charles St., and Gail Ave.).

## Sidewalks: FY26-FY30 (TE26)



**Description:** This project provides safe and accessible pedestrian facilities by constructing missing city sidewalk links. Sidewalk projects are programmed using the Sidewalk Prioritization Policy rating system, petitions submitted by residents in support of construction, and coordination with other city projects. Information on the Sidewalk Prioritization Policy can be found on the city's website: [www.rockvillemd.gov/Sidewalks](http://www.rockvillemd.gov/Sidewalks).

**Changes from Previous Year:** None.

### Current Project Appropriations

Prior Appropriations:	-
Less Expended as of 4/15/25:	-
Total Carryover:	-
New Funding:	200,000
Total FY 2026 Appropriations:	200,000

**Guiding Principle:** Public Safety

**Mandate/Plan:** Vision Zero Action Plan; Complete Streets Policy; Pedestrian Master Plan; Sidewalk Prioritization Policy

**Anticipated Project Outcome:** Streets that are safer and better connected for pedestrians.

### Project Timeline and Total Cost by Type: No change.

Type	Estimated Start		Estimated Completion		Estimated Cost (FY 2026 through FY 2030 only)			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	-	-	-	-	-	-	-	-
Construction	FY 2026	FY 2026	FY 2030	FY 2030	2,300,000	2,300,000	-	-
Other	-	-	-	-	-	-	-	-
<b>Project Total (\$):</b>					<b>2,300,000</b>	<b>2,300,000</b>	-	-

**Project Funding:** This project is fully funded. This project is considered a routine capital maintenance project and is funded in five year increments.

Source	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
Paygo (Cap)	-	-	200,000	300,000	400,000	400,000	-	1,300,000
Paygo (Act)	-	200,000	200,000	200,000	200,000	200,000	-	1,000,000
<b>Total Funded (\$)</b>	-	<b>200,000</b>	<b>400,000</b>	<b>500,000</b>	<b>600,000</b>	<b>600,000</b>	-	<b>2,300,000</b>
Unfunded (Act)	-	-	-	-	-	-	-	-
<b>Total w/Unfunded (\$)</b>	-	<b>200,000</b>	<b>400,000</b>	<b>500,000</b>	<b>600,000</b>	<b>600,000</b>	-	<b>2,300,000</b>

**Operating Cost Impact:** Maintenance, snow removal, landscaping, and stormwater management.

Fund	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
General	-	1,000	1,000	1,000	1,000	1,000	-	5,000
SWM	-	2,000	2,000	2,000	2,000	2,000	-	10,000

**Project Manager:** Jennifer Wang, Senior Transportation Engineer, 240-314-8506.

**Notes:** FY 2026 work includes feasibility study for group 3 sidewalks, which will help determine the feasible projects for construction.



City of Rockville  
Rockville, Maryland

## CONTRACT FOR POTOMAC ROAD SIDEWALK PROJECT

This Contract for Potomac Road Sidewalk Project (the “**Contract**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between the Mayor and Council of Rockville, a Maryland municipal corporation (the “**Mayor and Council**” or “**City**”) and Olney Masonry Corporation, a Maryland corporation (the “**Contractor**”). The City and the Contractor are the “**Parties**” to this Contract.

### RECITALS

1. On May 23, 2025, pursuant to Section 17-61 of the City of Rockville Code, the City released Invitation for Bid #28-25 (the “**IFB**”) to establish a contract for the construction of a concrete sidewalk on the north side of Potomac Valley Road between Falls Road and New Mark Esplanade and other associated work, as shown on the contract drawings and the specifications included in the IFB, including, but not limited to, the following:
  - a. Removing trees and stumps;
  - b. Providing and maintaining erosion and sediment control and tree protection measures at all times throughout the construction period;
  - c. Constructing conventional concrete, pervious concrete, and flexipave sidewalk;
  - d. Constructing concrete curb and gutter;
  - e. Constructing storm drain structures and pipes;
  - f. Constructing retaining wall structures;
  - g. Restoring all disturbed areas; and
  - h. Landscaping, including the planting of trees.
2. By the close of the IFB on June 24, 2025, at 2:00 pm, the City received seven responsive bids. The Contractor was the lowest bidder to file a complete response.
3. On \_\_\_\_\_, 2025, pursuant to Section 17-39(a) of the City of Rockville Code, the Mayor and Council awarded this Contract to Contractor and authorized the Rockville City Manager to execute this Contract on its behalf.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## I. RECITALS & ORDER OF PRECEDENCE

- A. **Incorporation of Recitals.** The foregoing recitals above are an integral part of this Contract and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Contract. Accordingly, the foregoing recitals above are fully incorporated into this Contract by this reference as if fully set forth herein.
- B. **Attachments.** The following documents are attached to and incorporated into this Contract as if fully set forth herein, as follows:
- i. **Attachment A** – IFB # 28-25, Section II, City of Rockville Maryland General Conditions and Instructions to Bidders
  - ii. **Attachment B** – IFB #28-25, Section III, Special Terms and Conditions
  - iii. **Attachment C** – IFB #28-25, Section IV, Technical Specifications/Scope of Work
  - iv. **Attachment D** – IFB # 28-25, Section VII, Appendices
  - v. **Attachment E** – IFB #28-25, Section VIII, Drawings
  - vi. **Attachment F** – Addendum #1, IFB # 28-25, Potomac Valley Road Sidewalk Project, June 11, 2025
  - vii. **Attachment G** – IFB #28-25, Potomac Valley Road Sidewalk Project Bid Proposal, Olney Masonry Company

Contractor agrees to comply with all terms, conditions, drawings and specifications of this Contract, including **Attachments A** through **G**.

- C. **Order of Precedence.** This Contract shall prevail in the event of any inconsistency between this Contract and any attachments thereto. Consistent with the paragraph titled “Contract Documents” on pages 4-5 of **Attachment B**, in addition to the requirements of **Attachment A**, Paragraph 40, in the case of discrepancies between the attachments to this Contract or any validly approved change orders, the documents shall be given precedence in the following order:
- i. Change Orders
  - ii. Addendum 1 (**Attachment F**)
  - iii. Drawings (**Attachment E**)
  - iv. Special Terms and Conditions, excluding the paragraph on Page 4 titled “Applicable Standards” (**Attachment B**)
  - v. Technical Specifications/Scope of Work (**Attachment C**)
  - vi. IFB # 28-25, Section VII, Appendices (**Attachment D**)
  - vii. General Conditions and Instructions to Bidders (City of Rockville) (**Attachment A**)
  - viii. City of Rockville Standard Details for Construction, available at <https://www.rockvillemd.gov/2333/Standards-and-Details>
  - ix. Special Provisions, Page 4, “Applicable Standards” paragraph (included in **Attachment B**)
  - x. Olney Masonry Bid Proposal (**Attachment G**)

Consistent with Page 5 of **Attachment B**, any standard details required by PEPCO and WSSC for the work to be performed under this Contract shall take precedence over the City of Rockville Standard Details for Construction or the “Applicable Standards” paragraph on Page 4 of the **Attachment B**, in the case of discrepancies between those documents.

## **II. CONTRACT TERM**

- A. **Term.** This Contract shall be effective on the Effective Date. All work pursuant to this Contract must be completed within 200 days of the issuance of a notice to proceed by the City’s Department of Procurement (the “**Notice to Proceed**”). This Contract shall terminate upon the expiration of the Guarantee Period as provided in Paragraph 79 of **Attachment A**, unless earlier terminated pursuant to Section VII of this Contract.

## **III. CONTRACT PRICE**

- A. **Price.** Consistent with **Attachment G**, the total not-to-exceed price for all labor, equipment, materials, and services and to be performed under this Contract is three hundred seventeen thousand one hundred twenty-three dollars and fifty cents (\$317,123.50).

## **IV. SCOPE OF WORK**

- A. **Scope of Work.** Subject to and in accordance with the terms, conditions, drawings, and specifications of **Attachments A** through **G** of this Contract and any validly approved change orders, Contractor agrees to complete the construction of a concrete sidewalk on the north side of Potomac Valley Road between Falls Road and New Mark Esplanade and other associated work, as shown on the contract drawings and the specifications included in the IFB, including, but not limited to, the following:
- i. Removing trees and stumps;
  - ii. Providing and maintaining erosion and sediment control and tree protection measures at all times throughout the construction period;
  - iii. Constructing conventional concrete, pervious concrete, and flexipave sidewalk;
  - iv. Constructing concrete curb and gutter;
  - v. Constructing storm drain structures and pipes;
  - vi. Constructing retaining wall structures;
  - vii. Restoring all disturbed areas; and
  - viii. Landscaping, including the planting of trees.
- B. **Start of Work.** Contractor agrees to commence work under this Contract within 10 working days of issuance of a Notice to Proceed.



- C. **Project Manager.** Pursuant to **Attachment B**, unless the City designates another Project Manager, the City's designated Project Manager for the work to be performed under this Contract shall be:

Jennifer Wang, P.E., PMP  
Senior Transportation Engineer  
Rockville City Hall  
Department of Public Works  
111 Maryland Avenue  
Rockville, MD 20850  
240-314-8506  
jwang@rockvillemd.gov

## V. PAYMENT

- A. **Payment.** The City shall make payment to Contractor pursuant to **Attachments A** and **B**.
- B. **Invoices.** In addition to the requirements of **Attachments A** and **B**, Contractor must submit all invoices printed on Contractor's letterhead, dated, and signed; each deliverable must be identified separately with the associated amount due. Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number.

## VI. INSURANCE

- A. **Insurance Required.** Prior to execution of this Contract, Contractor must obtain insurance as required by **Attachment B**.

## VII. TERMINATION

- A. **Termination for Default.** Pursuant to **Attachment A**, Paragraph 46, this Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of Contract terms and an award made to next low bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- A. **Termination for Convenience.** Pursuant to **Attachment A**, Paragraph 47, this Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.

## VIII. ADDITIONAL TERMS AND CONDITIONS

- A. **Notices, Demands, and Communications Between the Parties**. Formal notices, demands, and communications between the Contractor and the Mayor and Council shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the Mayor and Council: City of Rockville  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attention: Sara Taylor-Ferrell, City Clerk  
Email: [SFerrell@rockvillemd.gov](mailto:SFerrell@rockvillemd.gov)  
Telephone: (240) 314-8283

With copies to: Robert E. Dawson, City Attorney  
Email: [RDawson@rockvillemd.gov](mailto:RDawson@rockvillemd.gov)  
Telephone: (240) 314-8150

Jeff Mihelich, City Manager  
Email: [JMihelich@rockvillemd.gov](mailto:JMihelich@rockvillemd.gov)  
Telephone: (240) 314-8102

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. 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.

- B. **Non-Liability of Officials, Employees and Agents**. 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 Mayor and Council 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 Contract.

- C. **No Waiver of Sovereign Immunity by Mayor and Council.** Notwithstanding any other provisions of this Contract to the contrary, nothing in this Contract nor any action taken by the Mayor and Council pursuant to this Contract nor any document which arises out of this Contract 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.
- D. **No Third-Party Beneficiaries.** No provision of this Contract shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.
- E. **Tax Exemption.** The City is exempt from the payment of any federal excise or any Maryland sales tax.
- F. **Equal Employment Opportunity.** Pursuant to Paragraph 52 of **Attachment A**, 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 with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. 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 Contract or fails to include such contract provisions in all subcontracts, this Contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, Contractor will permit access to its books, records, and accounts related to this Contract. If the City Manager concludes that Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

- G. **Choice of Law & Venue.** Pursuant to Paragraph 26 of **Attachment A**, the provisions of this Contract shall be governed by the laws of the State of Maryland. Any civil action or legal proceeding arising out of or relating to this Contract shall be brought only in the courts of record of the State of Maryland in Montgomery County or the United States District Court, District of Maryland, Southern Division.

- H. **Interpretation.** The terms of this Contract 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 Contract or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Contract.
- I. **Authority of the City Manager in Disputes.** Pursuant to Paragraph 35 of **Attachment A**, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
- J. **Indemnification.** Pursuant to Paragraph 27 of **Attachment A**, Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work performed under this Contract, whether caused by negligence or carelessness on part of Contractor, or contractors or agents of Contractor.
- K. **Severability.** If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Contract shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Contract. In the event that all or any portion of this Contract is found to be unenforceable, this Contract or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Contract or that portion which is found to be unenforceable.
- L. **Entire Agreement.** This Contract, including all attachments thereto, constitutes the entire agreement between The Mayor and Council and Contractor. The parties shall not be bound by any prior negotiation, representations, or promises not contained in this Contract.
- M. **Time of the Essence.** Time is of the essence in the performance of this Contract.
- N. **Counterparts.** This Contract 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

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have caused these presents to be signed and sealed.

[SIGNATURES ON FOLLOWING PAGE]

**OLNEY MASONRY CORPORATION**

By: \_\_\_\_\_  
(Either president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)

**MAYOR AND COUNCIL OF ROCKVILLE**

By \_\_\_\_\_ (Seal)  
City Manager

\_\_\_\_\_  
City Attorney  
Approved as to form and legality

ATTACHMENT A



**CITY OF ROCKVILLE, MARYLAND**

**SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **PRE-BID MEETING** A virtual, telepresence pre-bid meeting may be held for the purpose of describing the project and for answering any questions prospective bidders may have. If applicable, time and date will be shown on the bid announcement page.
3. **SUBMISSION OF BID** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date. The following forms must be submitted:
  - Bid proposal page(s) in duplicate
  - Non-collusion/non-conviction affidavit
  - Bid Bond
  - Reference sheet
  - Other forms as required in the bid document.

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

4. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.
5. **ADDENDUM** In the event that any addenda to this solicitation are issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

Such addendums, if issued, will posted via the city's designated electronic, software solution

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

6. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read via a City telepresence software solution. A tabulation of bids received are posted using the City's designated electronic software solution.
7. **ACCEPTANCE OF BIDS** The City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening. Bids may not be withdrawn during that period.
8. **BID WITHDRAWAL** Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.
9. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

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

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance on previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
  - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
- 10. ELECTRONIC PAYMENT OPTION**
- The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services.



**11. SENSITIVE DOCUMENTS**

All project participants needing either electronic or hardcopy documents dealing with critical facilities or sensitive information will be required to make application with, and receive approval from the City prior to receiving this information. Permission to receive said documents (herein referred to as “sensitive”) will pertain only to the individual approved. Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor’s company except Contractor’s project participants. After completion of the project, all sensitive documents remaining in the Contractor’s possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

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

<https://www.rockvillemd.gov/documentcenter/view/36407>

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

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

**14. MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

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

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

17. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
18. **INTEREST IN MORE THAN ONE BID AND COLLUSION** **Multiple bids uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected.** Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
19. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.
20. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1st of each year, as provided by the City Code.
21. **INSPECTION OF THE WORK SITE** Each bidder shall visit the site of the proposed work and become fully acquainted with the existing conditions and fully informed as to any facility involved, and the difficulties and restrictions attending the performance of this contract. Applicable drawings, technical specifications and contract documents should be thoroughly examined. The successful bidder shall in no way be relieved of any obligation due under the executed contract by the failure to examine any form of legal instrument or to visit the site.
22. **RISK OF LOSS AND CONDITION OF SITE** The City makes no representation and assumes no responsibility for the condition of the site or applicable structures on the site. The contractor shall accept the site and the contents thereon in the condition in which they are represented. Any damages or loss whatsoever while the contract is in effect (whether by reason of fire, theft, breakage or other happenings) shall not relieve the Contractor from any obligations under this contract. The Contractor shall store any materials on site as not to damage the materials and shall maintain such storage areas, as directed by the City, in hazard free condition.
23. **SUBCONTRACTORS** Nothing contained in the contract documents, shall create any contractual relationship between the City and any subcontractor or sub-subcontractor.

Unless otherwise indicated, the successful contractor who will subcontract the delivery, installation, or portion of the work herein described will submit to the Project Manager, prior to the start of work, the following information: 1) A description of the items to be subcontracted, 2) the subcontractor name, address, and telephone number, and 3) the nature and extent of the work utilized during the life of the

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

24. **BID BOND** Bids must be accompanied by an electronic copy of a certified check or bid bond for five percent (5%) of the total amount of the bid, made payable to the Mayor and Council of Rockville, where the original security instrument must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850, referencing the solicitation number. AIA Bond forms are acceptable. Bonds must be issued by a surety licensed to do business in the State of Maryland. The City reserves the right to disqualify any bid, in any instance, where the City cannot locate the mailed, original security instrument. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville. Bid bonds will not be returned.
25. **EXECUTION OF AGREEMENT/BONDS** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and electronically deliver to the City the required Agreement and Bonds, where two (2) sets of the original agreement and original bonds must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850.

Bonds shall be in effect during the original term of the contract and during the guarantee and warranty period required under the Contract, unless otherwise stated therein.

**PERFORMANCE BOND** The Contractor shall execute and deliver to the City the required Performance Bond for 100% of the bid amount.

**PAYMENT BOND** For a contract exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to 100% of the bid amount. For a contract exceeding Twenty-Five Thousand Dollars (\$25,000) but not exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to fifty percent (50%) of the bid amount. Bonds shall be executed by a surety company authorized to do business in the State of Maryland.

The successful bidder may request that in lieu of bonds, the City accept the equivalent in the form of a certified check or other security. Such requests will be accepted or rejected by the City Manager. If rejected, the successful bidder will be required to furnish the bonds or forfeit the bid bond. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville.

Failure of the successful bidder to execute the agreement and supply both the electronic versions and original versions of the required forms within fifteen (15) calendar days shall constitute a default. Any instance where the City cannot locate the mailed versions of the agreement or bonds shall also constitute a default. The successful bidder shall forfeit to the City as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with the bid.

The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.

26. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that

affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

27. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
28. **DELIVERY** Time is of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously been overlooked and accepted.
29. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the Contract specified quantities without specific written authorization of the Project Manager and it is the Contractor's responsibility to obtain said authorization.

30. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
31. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
32. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.

33. **TIME OF BEGINNING AND COMPLETION** Unless otherwise stipulated in the bid document, the Contractor shall begin work on the Contract within ten (10) working days after the mailing of a purchase order and shall diligently prosecute the same, so that it shall be fully completed within the time as stated in the contract. The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Purchasing Agent.
34. **FAILURE TO COMPLETE WORK ON TIME/ LIQUIDATED DAMAGES** The Contractor accepts this contract with the understanding and intention to perform fully and in an acceptable manner within the time stated. Should he fail to complete fully, to all intent and purpose, the work specified in the time specified, or within the time as it may have been extended by the City, the Contractor shall pay, for each calendar day that any work shall remain uncompleted, not including Sundays, the sum of \$400 per calendar day or such other amount as specified in the Special Provisions. This sum is hereby agreed upon, not as a penalty, but as liquidated damages and the City shall have the right to deduct the amount of such damages from any moneys due the Contractor under this Contract.

The City shall recover such Liquidated Damages by deducted the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due upon demand by the City.

35. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
36. **CONTRACT DELAYS/EXTENSION OF TIME** The Contractor shall pursue the contract so as to complete all work within the time allotted in the bid document. The completion date as set in the bid document allows for inclement weather, holidays and coordination with other companies. If the Contractor is delayed in the delivery of the supplies, equipment or services by any act of neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be in written notice sent to the Project Manager within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If written notice is not received within the prescribed time the claim shall be forfeited and invalidated.
37. **CONTRACT DELAYS - NO DAMAGE CLAIMS ACCEPTED** The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under the contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

- 38. PROGRESS SCHEDULE AND SCHEDULE OF OPERATIONS** The construction of this project will be planned and recorded with an Activities Chart Project Schedule (AC) and Written Narrative (WN) unless specifically determined to be unnecessary by the Project Manager. The AC Project Schedule and Written Narrative will break down, in detail, the time (working days or completion date) involved in performing major construction activities for the duration of the project. The AC Project Schedule shall be used for the coordination and monitoring of major work under the contract including the activities of subcontractors, vendors and suppliers. The AC Project Schedule shall be prepared in accordance with the requirements of the Maryland State Highway Administration Standard Specifications for Construction and Materials dated January 1982, and the errata and addend thereto, subsequent supplement(s) and the Special Provisions as set forth in this Invitation for Bids, unless otherwise directed or approved by the Project Manager. The schedule shall be consistent with the contract specified completion date(s) and/or working days. The Contractor is responsible for preparing the initial AC Project Schedule and Written Narrative.

Preparation of Initial Schedule - Within 10 calendar days after notification that the Contractor is the apparent successful bidder, the Contractor will complete development of a initial AC Project Schedule and Written Narrative (describing the logical time representations as proposed in the AC Project Schedule), and submit 2 (two) copies of each AC and WN to the Project Manager for review and approval.

Updating Project Schedule: At any time that it becomes apparent the schedule, created as above and approved by the Project Manager, is not being implemented, either because the work or service is ahead or behind schedule, the Contractor shall immediately notify the Project Manager and shall submit a revised, written, updated AC and WN for the Project Manager's review, revision and approval. The contractor shall make every effort to meet the original completion date and/or working days allowed unless otherwise so directed by the Project Manager.

Payment for Schedule AC/WN: No special compensation will be paid for preparing or revising the above project AC/WN as the cost shall be considered incidental to the contract with compensation incorporated into the bid items(s).

- 39. SPECIFICATIONS** The Construction Specifications for this contract will be those shown below and additions included in the bid document, if applicable. In the event of conflict, the City determination shall govern. The following specifications and standards, listed below, including all subsequent addenda, amendments and errata are made part of this contract to the extent required by the references thereto:

1. Maryland Department of Transportation, State Highway Administration, "Standard Specifications for Construction and Materials" (Maryland Department of Transportation, State Highway Administration), dated January 2008 and all errata and addenda thereto. MDSHA Book of Standards for Highway and Incidental Structures.
2. Montgomery County Department of Transportation "Montgomery County Road Construction Code and Standard Specifications."
3. Standard Specifications of WSSC dated July 2005.
4. Montgomery County Department of Transportation "Design Standards" August 1991.
5. Maryland Dept of the Environment "1994 Standards and Specifications Soil Erosion and Sediment Control"
6. The U. S. Department of Transportation, Federal Highway Administration, "Manual on Uniform Traffic Control Devices" latest edition.
7. Montgomery County Noise Ordinance.

40. **CONTRACT DOCUMENTS** The contract documents are complementary and what is required by any one shall be binding as if required by all. Words and abbreviations that have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings. On drawings, the figured dimensions shall govern in the case of discrepancy between the scales and figures. Anything shown on the construction plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans shall have the same effect as if shown or mentioned respectively in both.

Prior to bidding, the Contractor should obtain clarification of all questions which may have arisen as to intent of the contract document, or any actual conflict between items in the contract documents. Should the Contractor have failed to obtain such clarification, then the City may direct that the work proceed by any method indicated, specified or required, in the judgment of the City, by the contract documents. Such direction by the City shall not constitute the basis for a claim for extra costs by the Contractor. The Contractor acknowledges that he had the opportunity to request clarification prior to submitting his bid to the City and that he is not entitled to a claim for extra cost as a result of failure to receive such clarification.

Any discrepancies which may be discovered during the execution of work between actual conditions and those represented by the contract documents shall be reported to the City and work shall not proceed until written instruction has been received by the contractor from the City.

41. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Contract Officer. Any questions concerning the technical specifications and drawings shall be directed in writing to the Project Manager. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
42. **PRE-CONSTRUCTION CONFERENCE** A pre-construction conference may be held in person or virtually following contract award. The meeting must be attended by the Contractor. No compensation will be made by the City to the Contractor for meetings.
43. **EMERGENCY CONTACT** The Contractor shall provide at least two local telephone numbers which may be used for contacting an official of the Contractor at all times, 24 hours per day, seven days per week: at which numbers person(s) of responsibility will be available to respond to City directives relative to the contract. The Contractor shall have available sufficient personnel and equipment to immediately respond to emergency needs, as determined by the City. There will be no special compensation paid for this requirement but the cost is to be considered incidental to the other contract pay items.
44. **SUPERVISION AND DIRECTION OF WORK** The work shall be under the general supervision of the Project Manager. While it is intended that the Contractor shall be allowed in general to carry on the contract in accordance with such general plan as may appear to the Contractor most desirable, the Project Manager, at the Project Manager's discretion, may from time to time, direct the order in which, and points at which, the work shall be prosecuted and may exercise such general control over the conduct of the work at a time or place, as shall be required, in the Project Manager's opinion, to safeguard the interests of the City, and the Contractor shall have no claims for damages or extra compensation on account of the fact that it shall have been necessary to carry on the work in different sequence from that which the Contractor may have contemplated. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, but nothing herein

contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any obligations or liabilities under the contract.

45. **INSPECTION** Work and materials will be inspected promptly to see that the same strictly correspond with the drawings and specifications, but if, for any reason, delay should occur in connection with such inspection, the Contractor shall have thereby no claim for damages or extra compensation. Materials and workmanship shall be always subject to the approval of the Project Manager, but no inspection, approval or acceptance of any part of the work or of the materials used therein, nor any payment on account thereof shall prevent the rejection of said materials or work at any time thereafter, should said work or materials be found to be defective or not in accordance with the requirements of the contract. Any costs for any "re-inspection" of the job shall be the responsibility of the contractor.
46. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
47. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
48. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
49. **NON-WORK DAY** The City observes the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day, all days of general and congressional elections throughout the State, and a five-day work week.

The Contractor will not be permitted to do any work which requires the services of the City's inspection, supervisory or line and grade forces on the days on which the above mentioned holidays are observed by the City or on Saturdays or Sundays, unless otherwise authorized by the Project Manager in writing. However, the Contractor, with verbal permission of the Project Manager, may be permitted to perform clean up and such other items for which no specific payment is involved on Saturdays and holidays.

The normal number of working hours per day on this Contract will be limited to eight, unless otherwise authorized by the Project Manager in writing.

In case of an emergency, which may require the services of the City on Saturdays, Sundays, holidays or longer than eight hours per day, the Contractor shall request permission of the Project Manager to work. If, in the opinion of the Project Manager the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Project Manager,



a bona fide emergency exists, the Project Manager may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.

50. **LANGUAGE** The Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
51. **IMMIGRATION REFORM AND CONTROL ACT** Contractor warrants that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an individual knowing the individual is an unauthorized individual and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("the Act"), including but not limited to any verification and record keeping requirements. Contractor further assures the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
52. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

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

contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

54. **DRAWINGS TO BE FOLLOWED** The approved drawings, profiles and cross sections on file with the City will show the location, details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. Any deviations from the drawings or specifications as may be required by the exigencies of construction in all cases will be determined by the Project Manager. There shall be no such deviations without the written authorization of the Project Manager. On all drawings, etc., the figured dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the drawings or specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the drawings as construed by the Project Manager whose decision shall be final.
55. **CERTIFICATION** Under no circumstances will Contractors be paid for materials utilized on any City contract unless certified to by the Project Manager. The Contractor must not incorporate any materials into a City project without prior authorization and certification of the Project Manager, unless necessary to eliminate or avoid hazardous conditions. Under these emergency circumstances the responsibility for notification to the Project Manager and quantity/quality confirmation rests with the Contractor and must be obtained within 24 hours of the work.
56. **DECISIONS AND EXPLANATIONS BY PROJECT MANAGER** The Project Manager shall make all necessary explanations as to the meaning and intent of the specifications and drawings, and shall give all orders and directions, either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. Should there be any discrepancies or should any misunderstanding arise as to the intent of anything contained in the drawings and specifications, the decision of the Project Manager shall be final and binding. The Project Manager shall in all cases determine the amount, quality, acceptability and estimates of the work to be paid for under the Contract, and shall decide all questions in relation to the work. In case any questions arise between parties relating to the Contract, such decision and estimate shall be a condition precedent to the right of the Contractor to receive payment under that part of the Contract which is in dispute.
57. **WORK TO BE DONE AND MATERIALS TO BE FURNISHED** The Contractor shall do all the work and furnish all the labor, materials, tools, and equipment necessary or proper for performing the work required by the Contract, in the manner called for by the drawings and specifications and within the Contract time. The Contractor shall complete the entire work together with such extra work as may be required, at the prices fixed therefore, to the satisfaction of the Project Manager and in accordance with the specifications and drawings.
58. **NOTIFICATION TO OTHER AGENCIES** The Contractor will be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon Comcast Cable, Transcontinental Gas, City of Rockville Utilities Division, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than 5 working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.

59. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
60. **EXCAVATION** Unless specifically provided in the specifications, all trench and roadway excavation is hereby unclassified as to the character of materials. The lump sum or unit price, as specified, for or including excavation shall constitute full payment for removal and disposal of all materials, regardless of type, encountered in trenching and roadway excavation, within the limits of this Contract, as necessary and as shown to be removed on the Contract drawings and/or as directed by the Project Manager, except as otherwise provided for under this Contract. All bidders are hereby directed to familiarize themselves with all site conditions including subsurface and the proximity of adjacent features.
61. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
62. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.
- The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.
63. **CARE AND PROTECTION OF WORK** From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause, shall be made good by the Contractor at the Contractor's own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as completed work.
64. **ABANDONMENT OF OR DELAY IN WORK** If the work under the Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall be of the opinion and shall so certify, in

writing, to the Contractor, that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by Contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the Contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the Contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the City's workmen.

65. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
66. **NO WAIVER OF CONTRACT** Neither the acceptance by the City or its Project Manager nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City or its Project Manager shall operate as a waiver of any portion of the Contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
67. **DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES** The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.
68. **IMPLIED WORK** All incidental work required by the drawings or specifications for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included in the Contract, and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation. The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents together with any authorized alterations, special provisions and supplemental agreements.
69. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the Project Manager according to the specifications and drawings, and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in measurement.

70. **EXTRA COSTS** If the contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
71. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the Contract for use when and as directed by the Project Manager. These items shown on the Plans or in the specifications are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Project Manager without negotiation. The Contractor shall submit no claim against the City for any adjustment to the Contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications. Materials, Construction Requirements and Basis of Payment shall be as specified elsewhere in the Specifications, Plans or Special Provisions.
72. **CHANGES IN THE SCOPE OR EXTRA WORK** The City, without invalidating the contract, may issue written changes in the work consisting of additions, deletions, or modifications with the contract sum and completion date being adjusted accordingly. All such changes, or additional work must be authorized in writing by the Purchasing Agent prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

The Contractor shall do all work that may be required to complete the work contemplated at the unit prices bid or at a lump sum price to be mutually agreed upon.

The Contractor shall perform extra work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the work as contemplated, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Project Manager may order the Contractor to do such work on a force account basis, which will be paid for as follows.

73. **FORCE ACCOUNT WORK** When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the City and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the City may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:
- A. **Labor.** For all labor and for foremen in direct charge of the specific operations the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.
  - B. **Materials.** For materials accepted by the Project Manager and incorporated into the project, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth). Excess materials delivered to the job site and not incorporated into the project will not be paid for and it is the Contractor's responsibility to remove said excess material from the job site.

- C. Equipment. For any machinery or special equipment (other than small equipment tools, whether rented or owned), the use of which has been authorized in writing, by the Project Manager the Contractor shall receive the rates agreed upon in writing before such work is begun which price shall include fuel, oil and miscellaneous necessities, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$1000 or less will be considered small tools and equipment.
- D. Materials and Supplies Not Incorporated in the Work. For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Project Manager, the Contractor shall receive the actual cost of such materials and supplies used.
- E. Subcontractors. The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in A., B., C., and D. above, plus the fixed fee for overhead and profit allowance computed as in G.
- F. Superintendence. No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided
- G. Contractor's Fixed Fee. The procurement officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this specification by his force and by his subcontractors. The City shall pay 10 percent of A as compensation for overhead and profit for the work performed. The Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of 65 percent of A, which shall include, but not be limited to the following:
- (1) Compensation for all costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed in the work; and
  - (2) Bond premiums, property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work.
- In addition, the Contractor's fixed fee may include an amount not to exceed 10 percent of B, unless specifically authorized by the Project Manager in advance of the work; 5 percent of D, and 5 percent of E with the exception of that portion chargeable to equipment as defined above.
- H. Compensation. The compensation as set forth above shall be received by the Contractor as payment in full for change order work done on a force account basis. At the end of each day, the Contractor's representatives and the Project Manager, shall compare records of the cost of work as ordered on a force account basis. Differences shall be immediately resolved and any unresolved difference shall be brought to the attention of the Project Manager by written notice from the Contractor within two working days of the occurrence.
- I. Statements. No payment will be made for work performed on a force account basis until the Contractor furnishes the Project Manager duplicate itemized statements of the cost of such force account work detailed as to the following:

- (1) Name, classification, date, daily hours, total hours, rate, and extension for such workmen. Contractor shall provide certified payrolls
- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment. Contractor shall provide original receipted invoices.
- (3) Quantities of materials, prices and extensions. Contractor shall provide original receipted invoices.
- (4) Transportation of materials. Contractor shall provide original receipted invoices.

If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost. Any request for payment under this Section should be submitted in the order outlined by the above.

The Contractor shall be responsible for all damages resulting from work done on a force-account basis, the same as if this work had been included in the original Contract.

Work performed without previous written order by the Project Manager will not be paid.

74. **ALLOWANCES** Whenever an allowance is mentioned in the specifications, then the contractor shall include in his contract sum the entire amount of such specified allowances. The expenditure of these allowances is to be at the Purchasing Manager's direction. However, the allowance expenditure is limited to items properly inferable from the title and description of the allowance. Unexpended balances are to be credited to the City. Compensation payable to the contractor for expenditure of allowances directed by the Purchasing Manager shall be based on the cost to the contractor as shown by actual invoices or receipts, and no additional overhead or profit shall be payable to the contractor for such allowances.
75. **PROGRESS PAYMENTS AND RETAINAGE** The Contractor shall submit a detailed application for payment on a monthly basis, preferable on an AIA G702 form. Such application for payment, notarized, if required, must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

Applications for payment shall not include payment for equipment or materials delivered to the site but not installed or for materials or equipment properly stored off-site unless specifically approved by the Project Manager. If such approval is granted, the Contractor must submit with the application for payment, bills of sale or other such documentation satisfactory to the City to establish the City's title to such materials or equipment or otherwise to protect the City's interest, including applicable insurance and transportation to the site for materials and equipment stored off site. Such approvals are typically reserved for "big ticket" items that individually would exceed five percent (5%) of the bid total. The Contractor shall promptly pay each subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled, reflecting any percentage retained from payments to the Contractor on account of each subcontractors work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner.

The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

No Certificate of Payment or partial or entire use of the facility by the City shall constitute an acceptance of any work which is not in accordance with the Contract Documents.

Payments Withheld – The City may decline to certify payment or because of subsequently discovered evidence or observations, nullify the whole or any part of any Certification of Payment previously issued, as may be necessary to protect the City from loss because of: (1) defective work not remedied, (2) third party claim filed or evidence indicating probable filing of such claim, (3) failure of the Contractor to make payments properly to subcontractors or suppliers, (4) reasonable evidence that the work can not be completed for the unpaid balance of the contract sum, (5) reasonable evidence that the work will not be completed within the Contract time, (6) persistent failure to carry out the work.

76. **FINAL PAYMENT REQUEST** Upon reaching substantial completion, as defined by receipt of occupancy permit or when all related punch list items have been completed, whichever date is later, the Contractor may submit a written Application for Final Payment. All supporting documentation and data shall be submitted with the Request for Final Payment as is applicable to the monthly Requests for Payment referenced heretofore.

Out of the amount representing the total of the final payment request the City shall deduct five (5%) percent, which shall be in addition to any and all other amounts which, under the Contract, it is entitled or required to retain and shall hold said sum for a period of one hundred and twenty (120) days after the date of acceptance of the work by the City.

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

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

1. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid.
2. Consent of surety to final payment, and
3. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract;
4. All punch list items are completed to the satisfaction of the Project Manager.

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

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



77. **RELEASE OF RETAINAGE** Upon the expiration of the aforesaid period of one hundred and twenty (120) days succeeding the date of acceptance, the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.
78. **GUARANTEES / WARRANTIES** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made. The Contractor guarantees that the items conform to the contract documents.
79. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the Project Manager, signify his intention in writing or in action to correct work, as described above, then the Project Manager may proceed with the work and charge the cost thereof to the account of the Contract as herein before provided.

80. **SUBSTANTIAL COMPLETION**. Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the City can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the City. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the City and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

81. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the City either by incorporation in construction or upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any person performing the work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an

encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other persons.

82. **USE OF PREMISES** Whenever, in the opinion of the Project Manager, any portion of the work is completed or is in an acceptable condition for use, it shall be used for the purpose it was intended, however, such use shall not be held as acceptance of that portion of the work, or as a waiver of any of the provisions of the Contract.
83. **DETERMINATION OF CITY'S LIABILITY** The acceptance by the Contractor of the final payment made as aforesaid shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
84. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
85. **PRESERVATION OF MONUMENTS AND TREES** The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs, markers, fences, and curbs or other appurtenances, and shall use every precaution to prevent damage or injury thereto. Any expense necessary to provide adequate protection, whether such designated item be on or off the right-of-way, shall be assumed by the Contractor.
86. **PUBLIC ACCESS** The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience and safety of the general public and the residents along the improvement shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times. Handicap access shall remain accessible.
87. **HAZARDOUS AND TOXIC SUBSTANCES** Manufacturers and distributors are required by Federal "Hazard Communication" provision (29 CFR 1910.1200 ), and the Maryland "Access to Information About Hazardous and Toxic Substances" law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the City with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with the delivery of goods.
88. **MAINTENANCE OF VEHICULAR TRAFFIC (if applicable)** Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed.

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be permitted to work with the following provisions: All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager:

The City reserves the right to modify or expand on the methods of traffic control specified and to restrict working hours if, in the opinion of the Project Manager, the Contractor's operations are a detriment to traffic during rush hour periods.

Signs on fixed supports shall be mounted on two posts. Signs mounted on portable supports are suitable for temporary conditions. During periods of partial shutdown, or extended periods when no work is being performed, the Contractor shall remove or adequately cover all construction signs as directed by the Project Manager.

The Contractor shall be responsible for removing, storing, covering, and resetting all existing traffic signs and delineators that become inapplicable and will confuse traffic during the various stages of construction, the cost of which shall be included in the price for Maintenance of Traffic or in the absence of such a pay item it shall be accomplished at no additional compensation, as incidental to the contract. Any signs lost or damaged will be replaced by the Contractor at its expense.

The Contractor shall provide, maintain in new condition, and move when necessary or directed all traffic control devices used for the guidance and protection of vehicles.

The Contractor shall be responsible for providing the appropriate signs to reflect varying traffic patterns prior to the commencement of a new stage of construction.

Traffic must be safely maintained at all times throughout the entire length of the project. No additional compensation shall be paid to the contractor for traffic maintenance, even if the contract time exceeds the contractually specified completion date or working days.

When required lane shifts are implemented, existing painted lane markings no longer applicable shall be removed to the satisfaction of the Project Manager.

Temporary crash cushions are to be installed as shown on the Plans. Unless otherwise specified, sand containers shall be used. The crash cushions shall conform to Subsection 104.10 of the MDSA Specifications.

Crash cushions shall be reset to reflect changing traffic patterns caused by different stages of Traffic Control. The crash cushions shall be reset at locations shown on the Plans or as directed by the Project Manager.

Should any of the sand container components be damaged during the resetting of the system or during the course of the project, the Contractor shall replace the damaged components at its own expense.

The Contractor shall have flaggers on this Project for the purpose of controlling traffic while maneuvering heavy equipment. This may require a temporary lane closure in any of the specified Traffic Control Phases. These temporary lane shutdowns shall be kept to a minimum and the normal traffic pattern for the Traffic Phase shall be restored as quickly as possible. The Contractor shall comply with Section B-20 of the MUTCD regarding flagger signing.

Prior to stopping work each day the Contractor will be required to reshape all graded areas and eliminate all drop-offs not protected by barriers by filling with compacted stone at maximum of 8:1 slope.

All barriers and barricades shall be adequately illuminated at night, as specified herein, and all lights for this purpose shall be kept operative from sunset to sunrise.

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSHA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the January 2001 MDSHA Standard Specifications for Construction and Materials.

The Contractor shall notify and obtain approval in writing from the Project Manager, at least 48 hours before changing any Traffic Control Phase.

Any construction materials or debris dropped on the roadway surface shall be removed immediately to avoid possible hazardous conditions.

Materials The Contractor shall provide, maintain in first class condition, replace and move when necessary or directed all materials, devices, flagging, etc., required to maintain traffic in accordance with the Traffic Control Plans or as directed by the Project Manager. Reference is made to the latest edition of the MUTCD, wherein all such items are fully described with regard to use, application, warranties, size, color, placement, etc., and wherein typical traffic control device layouts are shown, as all such devices and techniques planned for use on this project shall strictly conform to the Manual's request except as noted on the Plans.

When any of the following items have been established on the Plans or as directed by the Project Manager, the Specifications will be adhered to in accordance with the respective sections.

Lights, Warnings, Etc: - All banners and imitation barrels shall be adequately illuminated at night, and all lights for this purpose shall be kept operative from sunset to sunrise.

Steady burning warning lights shall be used to delineate channelization through and around obstructions in a construction or maintenance area, on detour curves, on lane closures, and in other similar conditions (MUTCD 6E-4, 6E-5). Flashing warning lights shall be the means for identifying a particular and individual hazard and shall not be used in sequence, in clusters, or for delineation (MUTCD: 6E-5, 6E-6).

Where noted on the plans the first two (2) warning signs shall include a "High Level Warning Device." In addition to the flags the signs shall also be equipped with a Type "B" High Intensity Flag Warning Light. This device must meet the requirements of MUTCD 6C-11 and 6E-5. The device shall be incidental to the Temporary Traffic Sign item if provided for, otherwise the costs shall be considered incidental and no special compensation will be paid.

Barriers: Temporary concrete barriers shall be installed on the roadway approaches as shown on the plans or as approved in writing.

Any permanent facilities damaged as a result of anchoring temporary concrete barriers (anchor holes, etc.) shall be repaired to the satisfaction of the Project Manager using an epoxy grout or other material as may be specified by the Project Manager. Epoxy grout shall consist of sand and epoxy, mixed by volume according to manufacturer's recommendations.

Method of Measurement and Basis of Payment: All work and materials required under the TCP not covered or specified as a pay item on the price proposal form will be included in the lump sum price

bid for Maintenance of Traffic. In the absence of such an item the Contractor agrees that there will be no special compensation paid for maintenance of vehicular traffic as described above and the cost shall be considered incidental to the contract and compensated as part of other contract bid item(s).

89. **PARKING, STORAGE AND STAGING AREAS** Parking, storage and staging areas for the Contractor's use during the Project must have prior approval of the Project Manager. All areas used for storage of equipment or material shall be restored to their original condition, immediately upon completion of the work. No additional compensation will be provided for restoring, re-grading, placement of topsoil, and seed and mulch in these areas.
90. **PEDESTRIAN TRAFFIC** Pedestrians shall be safeguarded by the use of signs lights, barricades and barriers as shown on the traffic control plan and/or directed by the Project Manager. Pedestrian traffic shall be maintained at all times unless specifically authorized otherwise, in advance, by the Project Manager. The Contractor shall submit a pedestrian traffic safety plan in accordance with the MUTCD, incorporating safety measures and other provisions to fully implement the intent of this paragraph. All work and materials required to prepare and implement the pedestrian traffic safety plan shall be considered incidental to the contract and there shall be no special compensation paid for this item unless special pay items are included in the Price Proposal page. No additional compensation shall be paid for maintenance of vehicular and pedestrian traffic if for whatever reason the project time extends beyond the contract specified completion date or working days.
91. **HANDICAP ACCESS** Where handicap access exists within the line of work under this contract it will be the contractor's responsibility to maintain said access during the life of this contract. This service is considered to be incidental to this contract and no special compensation will be paid for this service unless provided on the Price Proposal page.
92. **TOILET FACILITIES** Toilet facilities meeting MOSHA standards shall be provided at the job site for all projects exceeding \$100,000 in value and at all other job sites when directed by the City. No special compensation shall be paid unless specifically provided for in the Price Proposal page of this solicitation.
93. **STAKEOUT-CONSTRUCTION CONTROL** Survey construction control provided by the City shall be limited to the baseline with stations not over 100 feet, and the elevation of the top of each marked point. P.C.s, P.T.s, P.I.s, P.V.T.s, and at least one point on the tangent beyond the end of each curve will be staked. The Contractor shall request baseline stakeout a minimum of five days in advance of construction. Stakeout data other than stated above will be furnished by the construction Contractor per MDSHA Section 815 for structures, otherwise per WSSC specs. section 01000(H) and as described in detail below and in these specifications. The City's responsibility for stakeout for the entire project shall be limited to that data described above and this shall be provided only once. The Contractor shall preserve or otherwise ensure adequate survey controls exist throughout the life of the contract.

Surveys and stakeout shall be accomplished by the Contractor as outlined above and in conformance with WSSC specifications Section 01000-10-1 l(H), entitled "Construction Stakeout By Contractor."

The provisions therein are primarily for pipeline stakeout. The Contractor's responsibilities under this contract are hereby expanded to include, in addition to pipeline stakeout, similar responsibilities for all phases of stakeout necessary to construct all facilities under this contract including but not limited to clearing and grubbing excavation, pavement, curbs and gutters, storm drainage pipes and facilities, culverts, structures, storm water management facilities, street lights, traffic signal conduits and components, noise walls, retaining walls, ditches and sediment control features.

The stakeout and survey record data shall be preserved and turned over to the City for filing following completion of specific components of work.

Method of Measurement and Payment Generally, stakeout shall be considered incidental to the contract and no special compensation shall be paid, unless a specific pay item is included in the contract Price Proposal page of this contract. Where payment is provided, progress payments for stakeout shall be made based on the percentage resulting from the price bid for stakeout divided by the total bid, multiplied by the monthly payment exclusive of the stakeout payment, except the final payment shall be adjusted as necessary to equal the total price bid for stakeout.

Grade Sheet by Contractor: Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves is to be at intervals of 25 feet or less unless otherwise specifically authorized by the Project Manager. This work is considered incidental to the contract and no extra compensation will be paid.

94. **DEBRIS** Under no circumstance will any open fires be permitted within the City of Rockville. All debris will be removed and hauled from site (except when otherwise specifically authorized in the bid document) and disposed in accordance with Local, State and Federal laws in effect at the disposal site. No special compensation will be paid as all costs for off-site disposal shall be included in the applicable bid prices and considered incidental to the contract.
95. **CLEAN UP** In addition to any provisions regarding clean up in the bid document, clean up, including the restoration of areas of construction, shall proceed as quickly as is practicable. The period between construction and final clean up shall normally not exceed one week. If at any time during the course of the work the cleaning operation in any given area becomes delinquent in the opinion of the Project Manager he may order that construction be stopped until such cleaning is completed. Any such order shall not extend the Final Completion date under this contract. Unless otherwise indicated, all materials razed, demolished, or otherwise removed from the work site shall become the property of the Contractor and shall be disposed of legally and properly off site at his expense.

Upon Final Completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the street, footways, lawns, and adjacent property, all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall leave the work area in a neat and presentable condition throughout the entire length of the project under contract.

If the Contractor fails to clean up at Final Completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

## ATTACHMENT B

### INVITATION FOR BIDS #28-25 POTOMAC VALLEY ROAD SIDEWALK PROJECT

#### **SECTION III: SPECIAL TERMS AND CONDITIONS**

These Special Provisions are hereby made a part of the contract. In case of conflict with the terms and conditions or the Specifications of the City of Rockville, Montgomery County Government, the Washington Suburban Sanitary Commission, the Maryland State Highway Administration, the Maryland Department of the Environment or the Montgomery Soil Conservation District, the Special Provisions shall govern.

#### **POINT OF CONTACT**

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

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

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

#### **MINIMUM QUALIFICATION REQUIREMENTS**

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

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

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

#### **ESTIMATED QUANTITIES**

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

#### **ADDITIONAL ITEMS/DUTIES**

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

### **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

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

### **EXCEPTIONS**

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

### **COMPLETE INFORMATION REQUIRED ON BID FORM**

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

### **INSURANCE REQUIREMENTS**

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

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

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

<b>Type of Insurance</b>	<b>Amounts of Insurance</b>	<b>Endorsements and Provisions</b>
<b>1. Workers' Compensation</b> <b>2. Employers' Liability</b>	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$500,000 policy limits  Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement</i> – signed and dated.
<b>3. Commercial General Liability</b>  a. Bodily Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of



<b>Type of Insurance</b>	<b>Amounts of Insurance</b>	<b>Endorsements and Provisions</b>
b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury		cancellation or material change in coverage. <b>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</b>
<b>4. Automobile Liability</b>  a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>Form CA20 48 02 99 form to be both signed and dated.</b>
<b>5. Excess/Umbrella Liability</b>	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
<b>6. Professional Liability (if applicable)</b>	Each Occurrence/Aggregate: \$1,000,000	

### **POLICY CANCELLATION**

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

### **ADDITIONAL INSURED**

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

### **SUBCONTRACTORS**

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

Example:

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

### **COOPERATIVE PROCUREMENT**

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

### **LICENSE AND SUPPORT AGREEMENTS**

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

### **CONTRACT TERM**

This contract will begin 10 working days from the date of issuance of a notice to proceed. All work shall be completed within 200 calendar days of the date of issuance of the notice to proceed.

### **NOTICE TO PROCEED AND COMPLETION SCHEDULE**

The contractually specified completion date and time shown herein below is to be strictly adhered to unless authorized or directed otherwise in writing by the Chief, Construction Management Division. The completion date, where specified, has an allowance for inclement weather and holidays. Time extensions for unusual conditions causing project delays not covered in these special provisions will be subject to the conditions covered under the GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS; however, no compensation above that indicated herein for specific items shall be paid to the Contractor for any delay, regardless of the source of delay.

The Contractor shall provide a bar-chart schedule at the Project Kick-Off Meeting or at such time as directed by the Chief, Construction Management, but not more than once per month or with any change order. In addition, the contractor shall verbally provide updates to the Project Inspector as requested.

### **CONSTRUCTION WORK HOURS**

Work is permitted between 7:00 am to 5:00 pm, Monday through Friday. Working outside of these hours must first be approved by the City. Closing lanes on any street, other than secondary residential (generally 26' in width) shall be limited to 9:00 am to 3:30 pm Monday through Friday. No work shall be permitted outside these hours unless written approval is obtained from the Chief, Construction Management Division or his designee. This also applies to construction related activities such as dewatering or pumping where construction crews may not be on site.

### **CONTRACT DOCUMENTS**

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

- Change Orders
- Addenda
- Drawings

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

#### **APPLICABLE STANDARDS**

As a minimum standard of quality workmanship, all work is to comply with the latest provisions and recommendation of the following documents in the following order of precedence. In the event of conflict, the City's determination shall govern.

- City of Rockville Standards and Details for Construction, dated January 1988.
- Washington Suburban Sanitary Commission, General Conditions and Standard Specifications, latest edition.
- Current Montgomery County Department of Public Works and Transportation Design Standards
- Current Montgomery County Department of Permitting Services, Water Resources Division, Standard Details
- MSHA "Standard Specifications for Construction and Materials" dated May 2017 including all errata and addenda thereto and additions included in these special provisions.
- MDE, WMA and SCS 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control
- American Society for Testing and Materials, "ASTM Standards", latest edition.
- American Water Works Association Standards (AWWA Standards), latest edition
- American Association of State Highway and Transportation Officials, "AASHTO Standards", latest edition
- American Concrete Institute (ACI) Standards, latest edition.

#### **PERMITS**

The Contractor is responsible for implementation and compliance with all conditions of all permits as listed below:

- City of Rockville Forestry Permit- This City permit is issued by the Department of Community Planning & Development Services and is attached in Appendix B;
- City of Rockville Sediment Control Permit- This City permit is issued by the Department of Public Works and is attached in Appendix B;
- City of Rockville Stormwater Management Permit- This City permit is issued by the Department of Public Works and is attached in Appendix B;

The Contractor is responsible for all reporting, inspection requests, documentation and notifications associated with these permits. Compensation for implementation of the requirements of the above permits is to be included in appropriate bid items and no special compensation will be made.

#### **PROJECT KICK-OFF MEETING AND PRE-CONSTRUCTION MEETINGS**

Upon issuance of the Notice to Proceed, the City may arrange a project kick-off meeting with all appropriate City staff and the Contractor. This will be an office based meeting to review the project requirements. The City will decide which City staff will attend. The Contractor shall arrange any pre- construction meetings required by associated permits. These pre-construction meetings shall be held on the project site between the Contractor, the design engineer's representative, and appropriate City staff, including the Chief, Construction Management, Project Inspector, Sediment Control Inspector, and Engineering Project Manager.

### **EMERGENCY CONTACT INFORMATION**

The Contractor shall provide the name(s) and phone number(s) of a representative(s) of the Contractor who can be reached in case of an emergency. This shall be submitted to the City prior to the start of construction.

### **PUBLIC UTILITIES**

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

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

The location of existing utilities shown on the plans and profiles are approximate only and it shall be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. All test pits must be completed in coordination with the City and the affected utility companies. The existence of utilities other than those shown on the plans is not known. If, during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the City and take all necessary and proper steps to protect the continuance of service of such facilities. The Contractor shall notify the utility owner and City when previously unknown or different utilities are encountered. The Contractor shall support and protect existing utilities whether or not shown on the plans at no additional cost to the City. The Contractor shall not receive compensation for the temporary relocation of or temporary installation of utilities that are constructed for the convenience of the Contractor.

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

The Contractor shall take into consideration when preparing his bid the costs associated with the coordination during construction with various utility companies for any relocation or installation by the utility companies which may be necessary in areas within, or adjacent to, the limits of his contract. No additional compensation or time extensions will be allowed the Contractor for work interruptions, changes in construction sequences, changes in methods of handling excavation and drainage, and changes in types of equipment used, made necessary by others performing work within, or adjacent to, the limits of this contract. The contract time as stated in this contract includes the time needed for utility adjustments and no extension of time will be granted for delays caused by utility adjustments. All other expenses likely to be incurred by the Contractor as a result of working around and protecting utilities, as well as cooperating with the owners of same during the relocating of such facilities, will not be measured or compensated for under any stipulated pay item.

### **CONTACTS**

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

- City of Rockville Forestry Division Ms. Paula Perez 240-314-8705
- City of Rockville  
Chief, Construction Management  
Dan Stevens 240-314-8552
- City of Rockville  
Operations & Maintenance Superintendent

- Mr. John Holida 240 -314-8576
- City of Rockville Project Inspector Mr. Dan Stevens 240-314-8552
- City of Rockville Sediment Control Inspector Heather Gewandter 240-314-8873
- City of Rockville  
Traffic and Transportation Project Manager  
Ms. Jennifer Wang  
240-314-8506
- City of Rockville Water and Sewer Utilities 240-314-8567
- MISS UTILITY  
1-800-257-7777 or 811
- Transcontinental Gas  
410-465-0960
- Comcast Cable TV  
301-938-4325
- Verizon
- Washington Gas
- Washington Suburban Sanitary Commission  
301-206-8396
- Pepco  
301-670-8700

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

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

### **PROTECTION OF WORK, PROPERTY AND PERSONS**

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

### **SITE ACCESS**

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

Access to parks, easements across private property and other City-owned property in wooded areas must be coordinated with the City and the private property owners prior to the Contractor entering the property.

### **ACCESS TO ADJACENT PROPERTIES**

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

### **ENTERING PRIVATE PROPERTY TO PERFORM WORK**

The Contractor is to carefully examine the plans provided to ensure a clear understanding of the private property limits and work limits. Under no circumstances is the Contractor to enter beyond the specified limits or perform any work that affects private property without advance notice to and permission from the private owner and the City.

### **PRESERVATION AND RESTORATION OF PROPERTY, & MONUMENTS**

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

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

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

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

### **SITE CONDITIONS**

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

### **CONTRACTORS STAGING AND STORAGE**

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

Submit a sketch (a marked up set of plans is acceptable) and brief description for approval by the Chief, Construction Management showing the location of equipment and materials, location of portable sanitary toilet, and means and methods to protect pedestrians and existing public facilities (including trees) within the area as shown on the plans. This plan may have to be approved by the City Forester, if any grassed or tree areas will be utilized.

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

### **TEMPORARY UTILITIES**

The Contractor shall pay all fees, obtain necessary permits, and have meters installed for temporary utilities as may be required for the prosecution of this contract. As needed, the Contractor through direct local arrangements must obtain temporary electric service for the purpose of this contract with the electric company, PEPCO. The Contractor shall furnish and install all necessary temporary service drops, wiring, connections, etc., necessary for temporary service required by the Contractor. All costs associated with any temporary electric service required by the Contractor are considered incidental to other pertinent pay items. This item shall not be measured for payment.

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

### **CONSTRUCTION STAKEOUT AND AS-BUILTS**

Construction Stakeout shall be in accordance with Section 107 of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials, dated May 2017, with the following exceptions:

The Contractor shall perform all construction stakeouts. The Contractor shall complete project as shown on approved plans. The City will not provide any construction stakeout for this project. Contractors are to use benchmark and layout information as shown on the plans. Construction stake out and as-builts do not need to be completed by a licensed surveyor.

The Contractor shall provide as-built information. One set of redline as-builts shall be maintained and kept on-site at all times. Any deviations from approved plans shall be marked, in red, on the as-builts. As-built information shall consist of any deviation to the approved plan such as grading limits, slopes, pipe invert elevations, types/length/height of restoration features, and any modifications to typical details. As-built requirements do not include any topographic survey.

Upon completion of project, submit as-builts for approval. Retainage shall not be released until as-builts are approved. The costs for stakeout shall be per the pay item and the cost for as-builts shall be considered incidental to the work and no specific payments will be made.

A copy of the Department of Public Works As-built Plan Requirements is attached in Appendix C. The City will provide an electronic CAD file of the plans for the Contractor. The Contractor must complete an agreement for receipt of the electronic file.

### **AERIAL ELECTRIC LINES**

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

### **NOISE CONTROL MEASURES**

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

### **WATER POLLUTION CONTROL MEASURES**

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

### **AIR POLLUTION CONTROL MEASURES**

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

Burning will not be permitted.

### **ENVIRONMENTAL PROTECTION MEASURES**

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

### **EROSION AND SEDIMENT CONTROLS**

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

- Upon installation of all erosion and sediment control devices to schedule a "Notice to Proceed" inspection prior to commencing work.
- Prior to removing sediment control devices; and
- Upon completion of final grading, establishment of ground covers and approved land stabilization.
- During the progression of all work, the Contractor shall make periodic inspections and maintain sediment control devices, including cleaning and routine maintenance as directed or necessary, to insure that the intended purpose is accomplished. Under no circumstances shall sediment be allowed to enter private properties, stormdrains, or City waterways.



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

All sediment control measures shall be installed and maintained as shown on the Contract Documents, approved plans and details per latest City of Rockville Standards, Maryland Department of the Environment's 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control, in compliance with the MDE/WMA Notice of Intent (NOI) General Permit for construction activities, and as directed by the Project Inspector. Please refer to Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Material" dated May 2017, revisions thereof, or additions thereto. Comply with MSHA specifications section 308.02 Material and section 308.03 Construction.

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

The Contractor shall have an employee present on site at all times who has met the requirements for certification of the Responsible Personnel training in erosion and sediment control according Maryland State Law. This employee shall have sufficient authority to install, maintain, adjust or otherwise implement approved sediment control measures.

The Contractor shall take all measures to control erosion and sedimentation at construction site, including borrow and waste areas and temporary access roads, and at off-site areas especially vulnerable to damage from erosion and sedimentation. All erosion and sediment control measures will be subject to approval by the City. All erosion and sediment control measures shall be implemented prior to any construction occurring. All temporary erosion and sediment control measures shall be removed within thirty (30) days after completion of construction and establishment of permanent erosion control.

Work shall be scheduled so that areas subject to erosion are exposed for the shortest possible time. Only those trees, shrubs and grasses shall be removed that are necessary for construction as designated by the forest conservation plan and/or approved plans; those remaining shall be protected to preserve their aesthetic and erosion control values. Temporary on-site structures and buildings shall be located to preserve the existing landscape and to minimize erosion, including that from construction traffic. If practicable, work shall be scheduled in seasons when erosion is less of a hazard, particularly for sites with steep slopes and erodible soils.

Temporary protection shall be required for disturbed areas until final grading is completed and permanent vegetation is established, and shall consist of planting temporary grass cover or other vegetation when feasible. Other short-term protection shall include covering disturbed areas, stockpiles, and topsoil piles with a mulch of hay, straw or wood chips, stabilizing with netting, or covering with plastic sheets. Graded slopes and fills shall be limited to an angle and to lengths that will maintain stability and allow easy maintenance. Construction equipment shall not be operated in a way to make the land more susceptible to erosion, such as leaving tracks up and down slopes. Access roads shall be located and constructed so as to prevent erosion.

Controls for surface water runoff shall be constructed as early as possible to prevent the formation of gullies or rills. These controls shall be maintained during the entire construction period or until permanent storm

drains/revetments are completed. Diversion channels or berms, slope drains, flow barriers, dikes or other structures, which retard or spread water flow, shall control runoff. Compacted embankments, ditches, furrows or temporary diversions across slopes shall be provided to intercept runoff before it reaches erodible areas. Diversions and drains shall be directed into stabilized areas where the discharge can be spread out and dissipated.

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

### **FOREST AND TREE CONSERVATION REQUIREMENTS**

The Contractor shall complete all forest and tree conservation requirements according to the approved contract documents:

- To protect and maintain existing forested areas and/or individual significant trees as provided by the contract documents and any directives of the City Forester.
- Promptly replace any existing trees designated to remain that are damaged or destroyed in the course of development.
- To plant the trees in accordance with the specifications of the Approved Plan.
- Perform all site preparation, including removal of pavements, structures, and inclusion of soil amendments, PRIOR to installing plantings.

Special attention must be given the existing landscape features and special care taken to protect the natural surroundings. The roots of such trees or shrubbery will not be cut unnecessarily. The Contractor will be required to root prune the tree roots, which extend into grading limits and/or from trees intended to be left in an undamaged state or otherwise prevent damage to roots of trees. No road machinery of any description, which might throw off gas or smoke in such volume as to damage vegetation, shall be allowed to stand under such trees or shrubbery.

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

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

### **CARE OF WATER DURING CONSTRUCTION**

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

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

The Contractor shall provide shoring, bracing and cofferdams during construction as necessary to protect personnel, structures and equipment. No special payment will be made for shoring, bracing or cofferdams.

The Contractor is responsible for ensuring the safety of his employees and sub-contractors, and for complying with all applicable provisions of Maryland Occupational Safety and Health Administration.

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

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

#### **DAILY CLEAN-UP**

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

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

#### **SAMPLING AND TESTING OF MATERIALS**

Unless provided elsewhere in the contract documents, all required sampling and material testing shall be the responsibility of the Contractor. No separate payment will be made and the costs shall be incidental to the appropriate pay item.

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

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

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

#### **SUBMITTALS OF MATERIALS**

The Contractor shall submit two (2) copies of all delivery tickets, shop drawings, inspection, testing or certification reports, obtained approvals or permits, and other submittals required for this project to Chief, Construction Management.

### **INSPECTION AND CERTIFICATION**

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

### **INSPECTION AND REPAIRS**

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

### **CONTRACTOR SUPERVISION**

The Contractor shall supervise and direct all work under the contract. A qualified individual shall be designated in writing to act on behalf of the Contractor. This individual shall be present on the site at all times as required to perform adequate supervision and coordination of the work, including work performed by subcontractors.

### **CONTRACTOR'S EMPLOYEES**

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

The Contractor's employees shall conduct themselves in a professional manner. They shall minimize their impacts to the surrounding properties, including when they arrive to the site, take breaks, eat lunch and depart the site. Contractor's employees shall be respectful and polite to inquiries from residents or individuals not associated with the project. Any inquiries beyond basic information should be referred to the City. The Contractor shall inform the City of any inquiries that occur that is beyond providing basic information.

The Contractor shall provide the City with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, and emergency telephone numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.

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

### **SUB-CONTRACTORS**

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

Nothing contained in the contract documents shall create any contractual relationship between the owner and any subcontractor or sub-subcontractor. Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit, prior to construction, the following information:

A description of the items to be subcontracted, and the subcontractor's name, address, and telephone number. During the life of the contract, the Contractor shall provide the name, nature, and extent of all subcontractors.

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

### **CHANGES IN WORK**

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

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

### **INVOICES AND PAYMENT**

The Contractor shall submit a detailed invoice to the Chief, Construction Management Division, for payment at the end of each month for all work completed and accepted by the City during that month. The Contractor shall attach to each monthly invoice, all required documentation of testing results.

### **LANDSCAPING WARRANTY BOND**

The Contractor shall provide a warranty bond for all landscaping provided in pay item 5004 to 5005. Bond shall be in the amount equivalent to the total bid for pay item 5004 to 5005. The bond shall be posted at the completion and acceptance of the entire project. Bond shall be in effect for two years. Bond should guarantee 100 percent survival rate on all trees 2" and larger and guarantee 85% percent survival rate on other landscaping. Retainage will not be released until this bond is received and approved by the City Attorney's Office. Cost of bonds will not be paid separately but shall be incidental to the amount of the tree planting item 5004 to 5005.

### **TECHNICAL CONTACT/PROJECT MANAGER**

Jennifer Wang, P.E., PMP – Senior Transportation Engineer  
City Hall  
Department of Public Works  
111 Maryland Avenue  
Rockville, MD 20850  
Telephone 240-314-8506  
Email: [jwang@rockvillemd.gov](mailto:jwang@rockvillemd.gov)

**INVITATION FOR BIDS #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

**ATTACHMENT C**

**SECTION IV**

**TECHNICAL  
SPECIFICATIONS/SCOPE OF  
WORK**

POTOMAC VALLEY RD  
SIDEWALK EXTENSION

TECHNICAL SPECIFICATIONS

The following professional certification  
pertains to the technical specifications, items,  
and estimated quantities for the W. Gude Drive  
Sidewalk Extension project.

Professional Certification:

I hereby certify that these documents were  
prepared or approved by me, and that I am a  
duly licensed professional engineer under the  
Laws of the State of Maryland.

Maryland License No.: 39917

Expiration Date: 1/18/27



A handwritten signature in cursive script, reading "Seth Darlington".

## TECHNICAL SPECIFICATIONS

All work on this project shall conform to the Maryland Department of Transportation State Highway Administration's (MSHA) Standard Specifications for Construction and Materials dated 2023, revisions thereof or additions thereto (special provision inserts included).

This project has been designed in accordance with the requirements of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design. It shall be the responsibility of the Contractor to construct all facilities within ADA regulations regardless of construction tolerances.

### **CONSTRUCTION STAKEOUT AND AS-BUILTS**

Construction stakeout shall be in accordance with Section 107 of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials, dated 2023, with the following exceptions:

The Contractor shall perform all construction stakeouts. The Contractor shall complete project as shown on approved plans. The City will not provide any construction stakeout for this project. Contractor shall use benchmark and layout information as shown on the plans.

The Contractor shall provide as-built information. One set of redline as-builts shall be maintained and kept onsite at all times. Any deviations from approved plans shall be marked, in red, on the as-builts.

As-built information (horizontal and vertical) shall be provided for all new facilities. All as-built information shall be blocked in and shown as thus.

Upon completion of project, submit as-builts for approval. Retainage shall not be released until as-builts are approved. The costs for as-builts shall be included in the appropriate pay item associated with the proposed construction. There shall be no separate compensation for this work.

Method of Measurement and Payment Generally, stakeout shall be considered incidental to the contract and no special compensation shall be paid, unless a specific pay item is included in the contract Price Proposal page of this contract. Where payment is provided, progress payments for stakeout shall be made based on the percentage resulting from the price bid for stakeout divided by the total bid, multiplied by the monthly payment exclusive of the stakeout payment, except the final payment shall be adjusted as necessary to equal the total price bid for stakeout.

Grade Sheet by Contractor: Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves shall be at intervals of 10 feet or less unless otherwise specifically authorized by the Project Manager. This work is considered incidental to the contract and no extra compensation will be paid.

### **TESTING OF MATERIALS**

The City reserves the right to test installed or delivered materials for compliance with the contract documents. The Contractor will accommodate the City testing needs, and replace non-compliant work at no additional cost. Testing may include:

- Taking and / or collecting samples of soil or other backfill materials for proctor tests,
- Performing material lab tests,



- Performing compaction tests on site,
- Taking concrete cylinder samples and testing compression strength.

## **TRAFFIC CONTROL**

Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed. The Traffic Control Plan (TCP) shall be prepared in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation Work Zone Traffic Control. Plans should be prepared to scale on minimum 8 ½" by 11" sheets. Plans should address each phase of work required.

The person responsible for preparation of this plan shall have at least one year of experience completing Traffic Control Plans for projects of similar scope. Documentation of experience and the name of the plan preparer shall be submitted with the TCP. The TCP should delineate expected duration of each phase of traffic impact.

Steel plates shall be utilized to cover unfinished work areas. Steel plates shall be recessed and flush with adjacent paving. Saw cut all edges to correspond to dimensions of plates to be utilized. City Inspector shall approve the use and placement of all recessed plates. There shall be no specific payment for steel plates and shall be considered incidental to the appropriate pay item.

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be permitted to work with the following provisions: Lane closures may only be utilized between the hours of 9am and 3:30 pm, Monday through Friday. Lane closures shall be in accordance with MDSHA standard details, unless otherwise approved by the Project Manager. All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager.

The City reserves the right to modify or expand on the methods of traffic control specified and to restrict working hours if, in the opinion of the Project Manager, the Contractor's operations are a detriment to traffic during rush hour periods.

Signs on fixed supports shall be mounted on two posts. Signs mounted on portable supports are suitable for temporary conditions. During periods of partial shutdown, or extended periods when no work is being performed, the Contractor shall remove or adequately cover all construction signs as directed by the Project Manager.

The Contractor shall be responsible for removing, storing, covering, and resetting all existing traffic signs and delineators that become inapplicable and will confuse traffic during the various stages of construction, the cost of which shall be included in the price for Maintenance of Traffic or in the absence of such a pay item it shall be accomplished at no additional compensation, as incidental to the contract. Any signs lost or damaged will be replaced by the Contractor at its expense.

The Contractor shall provide, maintain in new condition, and move when necessary or directed all traffic control devices used for the guidance and protection of vehicles.

The Contractor shall be responsible for providing the appropriate signs to reflect varying traffic patterns prior to the commencement of a new stage of construction.

Traffic must be safely maintained at all times throughout the entire length of the project. No additional compensation shall be paid to the contractor for traffic maintenance, even if the contract time exceeds the contractually specified completion date or working days.

When required lane shifts are implemented, existing painted lane markings no longer applicable shall be removed to the satisfaction of the Project Manager.

Temporary crash cushions shall be installed as shown on the Plans. Unless otherwise specified, sand containers shall be used. The crash cushions shall conform to Subsection 104.10 of the MDSHA Specifications.

Crash cushions shall be reset to reflect changing traffic patterns caused by different stages of Traffic Control. The crash cushions shall be reset at locations shown on the Plans or as directed by the Project Manager.

Should any of the sand container components be damaged during the resetting of the system or during the course of the project, the Contractor shall replace the damaged components at its own expense.

The Contractor shall have flaggers on this Project for the purpose of controlling traffic while maneuvering heavy equipment. This may require a temporary lane closure in any of the specified Traffic Control Phases. These temporary lane shutdowns shall be kept to a minimum and the normal traffic pattern for the Traffic Phase shall be restored as quickly as possible. The Contractor shall comply with Section B-20 of the MUTCD regarding flagger signing.

Prior to stopping work each day the Contractor will be required to reshape all graded areas and eliminate all drop-offs not protected by barriers by filling with compacted stone at maximum of 8:1 slope.

All barriers and barricades shall be adequately illuminated at night, as specified herein, and all lights for this purpose shall be kept operative from sunset to sunrise.

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSHA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the 2023 MDSHA Standard Specifications for Construction and Materials.

The Contractor shall notify and obtain approval in writing from the Project Manager, at least 48 hours before changing any Traffic Control Phase.

Any construction materials or debris dropped on the roadway surface shall be removed immediately to avoid possible hazardous conditions.

**Materials:** The Contractor shall provide, maintain in first class condition, replace and move when necessary or directed all materials, devices, flagging, etc., required to maintain traffic in accordance with the Traffic Control Plans or as directed by the Project Manager. Reference is made to the latest edition of the MUTCD, wherein all such items are fully described with regard to use, application, warranties, size, color, placement, etc., and wherein typical traffic control device layouts are shown, as all such devices and techniques planned for use on this project shall strictly conform to the Manual's request except as noted on the Plans.

When any of the following items have been established on the Plans or as directed by the Project Manager, the Specifications will be adhered to in accordance with the respective sections.

**Lights, Warnings, Etc:** - All banners and imitation barrels shall be adequately illuminated at night, and all lights for this purpose shall be kept operative from sunset to sunrise.

Steady burning warning lights shall be used to delineate channelization through and around obstructions in a construction or maintenance area, on detour curves, on lane closures, and in other similar conditions (MUTCD 6E-4, 6E-5). Flashing warning lights shall be the means for identifying a particular and individual hazard and shall not be used in sequence, in clusters, or for delineation (MUTCD: 6E-5, 6E-6).

Where noted on the plans the first two (2) warning signs shall include a "High Level Warning Device." In addition to the flags the signs shall also be equipped with a Type "B" High Intensity Flag Warning Light. This device must meet the requirements of MUTCD 6C-11 and 6E-5. The device shall be incidental to the Temporary Traffic Sign item if provided for, otherwise the costs shall be considered incidental and no special compensation will be paid.

**Barriers:** Temporary concrete barriers shall be installed on the roadway approaches as shown on the plans or as approved in writing.

Any permanent facilities damaged as a result of anchoring temporary concrete barriers (anchor holes. etc.) shall be repaired to the satisfaction of the Project Manager using an epoxy grout or other material as may be specified by the Project Manager. Epoxy grout shall consist of sand and epoxy, mixed by volume according to manufacturer's recommendations.

**Method of Measurement and Basis of Payment:** All work and materials required under the TCP not covered or specified as a pay item on the price proposal form will be included in the lump sum price bid for Maintenance of Traffic. In the absence of such an item the Contractor agrees that there will be no special compensation paid for maintenance of vehicular traffic as described above and the cost shall be considered incidental to the contract and compensated as part of other contract bid item(s).

### **EROSION AND SEDIMENT CONTROLS**

All erosion and sediment controls shall be constructed according to the contract documents, approved plans, and the Maryland Department of the Environment's 2011 Maryland Standards and Specifications for Soil and Erosion Control. The contractor shall implement and maintain the controls as directed by the City Inspector.

The Contractor shall furnish and install erosion and sediment control and protect the integrity of the erosion control measures installed. The erosion control measures shall be provided until such times

as the ground cover is sufficiently developed. The Contractor shall comply with all local, state and federal laws, ordinances, and regulations pertaining to erosion, sediment and pollution control, including those promulgated by the State of Maryland, and shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses resulting from such work.

During construction, the Contractor shall make periodic inspections and maintain sediment control structures, including cleaning silt fences as directed to insure that the intended purpose is accomplished. Under no circumstances shall sediment be allowed to enter onto private properties.

The Contractor shall have an employee present on site at all times who has met the requirements for certification of responsible personnel in erosion and sediment control according Maryland State Law (Green Card). This employee shall have sufficient authority to install, maintain, adjust or otherwise implement approved sediment control measures.

The Contractor shall take all measures to control erosion and sedimentation at construction site, including borrow and waste areas and temporary access roads, and at off-site areas especially vulnerable to damage from erosion and sedimentation. All erosion and sediment control measures will be subject to approval by the City. All erosion and sediment control measures shall be implemented prior to any construction occurring.

Work shall be scheduled so that areas subject to erosion are exposed for the shortest possible time. Only those trees, shrubs and grasses shall be removed that are necessary for construction as designated by the plans; those remaining shall be protected to preserve their aesthetic and erosion control values. Temporary on-site structures and buildings shall be located to preserve the existing landscape and to minimize erosion, including that from construction traffic. If practicable, work shall be scheduled in seasons when erosion is less of a hazard, particularly for sites with steep slopes and erodible soils.

Temporary protection shall be required for disturbed areas until final grading is completed and permanent vegetation is established, and shall consist of planting temporary grass cover or other vegetation when feasible.

Other short-term protection shall include covering disturbed areas and topsoil piles with a mulch of hay, straw or wood chips, stabilizing with netting, or covering with plastic sheets. Graded slopes and fills shall be limited to an angle and to lengths that will maintain stability and allow easy maintenance. Construction equipment shall not be operated in a way to make the land more susceptible to erosion, such as leaving tracks up and down slopes.

Access roads shall be located and constructed so as to prevent erosion. There shall be no specific pay item for temporary stabilization and it shall be considered incidental to the contract.

Controls for surface water runoff shall be constructed as early as possible to prevent the formation of gullies or rills. These controls shall be maintained during the entire construction period or until permanent storm drains are completed. Runoff shall be controlled by diversion channels or berms, slope drains, flow barriers, dikes or other structures, which retard or spread its flow. Compacted embankments; ditches, furrows or temporary diversions across slopes shall be provided to intercept runoff before it reaches erodible areas. Diversions and drains shall be directed into stabilized areas where the discharge can be spread out and dissipated. There shall be no specific pay item for diversions and surface water controls and it shall be considered incidental to the contract.

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

### **SITE WORK**

All demolition, removal, and disposal shall be performed according to the contract documents, approved plans and all applicable Federal, State and local laws, regulations and guidelines. Demolition shall generally be limited to removal of existing asphalt, concrete or structures and pipe as delineated and/or directed by the City Inspector in the field. Generally, these materials are to be disposed of legally by the contractor. The Contractor shall cut all existing asphalt and/or concrete surfaces with a power saw, such as a carborundum saw or diamond core drill, in such a manner as to create a tight, neat, straight water sealed joint. No “jackhammering” or tearing of the existing surfaces will be allowed. The Contractor shall protect all adjacent surfaces as necessary.

Saw cut existing asphalt or concrete according to Section 522.03 of Portland Cement Concrete Pavement Repairs and Section 505.03.02 Hot Mix Asphalt Patches of the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, dated 2017 and all addenda thereto.

All sawcuts shall be to the full depth of the curb and gutter, sidewalk or pavement being cut.

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

The Contractor shall perform the work in a manner that will not damage parts of the structure or facility not intended for removal. If, in the opinion of the City, the method of construction used may endanger or damage parts of the structure or affect the satisfactory operation of the facilities, promptly change the method when so notified by the City. Perform all cutting required regardless of whether such cutting is specifically indicated.

Examine the existing structures and make an estimate of cutting required and other conditions to be encountered in order to accomplish the work. No blasting will be permitted.

All equipment and materials within the limits of the construction, designated for removal, shall become the property of the Contractor.

Provide warning signs as required, for personnel and the public.

### **MAINTAIN EXISTING UTILITIES**

The Contractor is required to contact Miss Utility at 1-800-257-7777 at least 72 hours before excavating in the vicinity of public utilities.

Before interfering with any utility service, the Contractor is to notify the affected utility companies. Notify all property owners, in advance, and coordinate any required service interruption with the owner and City Inspector including but not limited to electric, sanitary sewer, cable TV, and gas.

### **CARE OF WATER DURING CONSTRUCTION**

The Contractor shall be responsible for dewatering all areas where necessary to perform work under this contract. All work shall be carried out in areas free from excessive water. The Contractor shall use necessary pumping and other equipment required for removal of water from the work for maintaining the excavations, foundation, and other parts of the work free from water as required or directed by the City for constructing the work. Removed water shall be directed to an approved sediment control device. After having served their purpose, all temporary protective works shall be removed or leveled and graded to the extent required to prevent obstruction in any degree whatsoever of the flow of water. Furnishing, installing and maintaining all dewatering is incidental to this contract with no special compensation made for this work.

### **MOBILIZATION**

This work shall consist of the construction preparatory operations, including the movement of personnel and equipment to the project site and the establishment of the Contractor's offices, buildings, and other facilities necessary to begin work as specified in Section 108 of the MSHA Standard Specifications. Mobilization will not be measured but will be paid for at the contract lump sum price.

### **CONSTRUCTION STAKEOUT**

The Contractor shall furnish, place, maintain construction layout stakes as specified in the CONSTRUCTION STAKEOUT AND AS-BUILTS section of the Technical Specifications. Construction Stakeout will not be measured but will be paid for at the contract lump sum price.

### **MAINTENANCE OF TRAFFIC**

The Contractor shall maintain traffic safely and efficiently through and around the area affected by the work throughout the duration of the contract as specified in Section 104.02 of the MSHA Standard Specifications and the TRAFFIC CONTROL section of the Technical Specifications. Maintenance of Traffic shall include any temporary facilities for access including temporary lighting, temporary signs, construction fencing, or any other temporary facility required. Maintenance of Traffic will not be measured but will be paid for at the contract lump sum price.

### **CLEARING AND GRUBBING**

Complete all clearing and grubbing as shown on the plans and/or contract documents or as directed by the City. All cleared and grubbed materials shall be legally disposed of off-site. Stumps for trees greater than 8" DBH shall be removed by grinding. Stumps shall also be ground if stump excavation will disturb existing facilities or private property, which is intended to remain. Stumps shall be ground a minimum one foot below subgrade to the satisfaction of the City. Trees within the LOD, but NOT marked on the contract documents as to be removed shall be protected using standard practice, or as directed by the engineer. Trees within the LOD, and marked as to be removed, shall be felled and the stump shall be removed as detailed above. Clearing and Grubbing will be paid for at the contract lump sum price.

### **EXCAVATION**

Contractor shall perform excavation as specified in the Contract Documents or as directed by the Engineer and as specified in Sections 201 and 402 of the MSHA Standard Specifications. Excavation will not be measured, but will be incidental to the related installed work, including utilities, sidewalk and retaining walls.

### **FILL**

Contractor shall furnish and install borrow as specified in the Contract Documents or as directed by the Engineer and as specified in Section 203 of the MSHA Standard Specifications. Fill will not be

measured, but will be incidental to the related installed work, including utilities, sidewalk and retaining walls.

**CURB INLET PROTECTION**  
**MEDIAN SUMP INLET PROTECTION**  
**CONCRETE WASHOUT STRUCTURE**

Contractor shall furnish and install inlet protection and concrete washout structure as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each, as specified in Section 308 of the MSHA Standard Specifications.

**SILT FENCE**  
**FILTER LOG**

Contractor shall furnish and install silt fence and filter log as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot, as specified in Section 308 of the MSHA Standard Specifications.

**ADJUST EXISTING INLET / HANDBOX/ MANHOLE**  
**RECONSTRUCT EXISTING INLET**

Contractor shall modify existing storm drain inlets as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 305 of the MSHA Standard Specifications. Inlet modifications shall be measured and paid at the Contract unit price per each.

**FURNISH AND INSTALL INLET PROTECTION**

Contractor shall furnish and install inlet protection as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each, as specified in Section 308 of the MSHA Standard Specifications.

**OVERDRAIN CLEANOUT**

Contractor shall furnish and install overdrain and underdrain cleanouts as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 306 of the MSHA Standard Specifications. Overdrain cleanouts shall be measured and paid at the Contract unit price per each.

**4" PERFORATED PVC OVERDRAIN PIPE & FITTINGS**  
**4" SOLID PVC UNDERDRAIN PIPE & FITTINGS**

Contractor shall furnish and install overdrain and underdrain as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 306 of the MSHA Standard Specifications. Inlet modifications for underdrain connections shall meet MSHA standards. PVC pipe and fittings shall be measured and paid at the Contract unit price per linear foot.

**SHA TYPE K DOUBLE OPENING INLET**

Contractor shall furnish and install storm drain inlets as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 305 of the MSHA Standard Specifications. Inlets shall be measured and paid at the Contract unit price per each.

**MODULAR BLOCK RETAINING WALL**

Contractor shall furnish and install modular block retaining wall according to the Contract Documents and Section 450 of the MSHA Standard Specifications or as directed by the Engineer.

1. Wall System: The proposed wall system is a segmental block gravity wall bearing on a crushed stone leveling pad on suitable embankment soil. A wall system that requires geogrid

reinforcement behind the wall would conflict with the permeable sidewalk details and is therefore an unacceptable alternative.

2. Specifications: SHA Specifications Dated July 2023, revisions thereof and additions thereto and special provisions for materials and construction. AASHTO LRFD Bridge Design Specifications, 8th Edition, Including all interim specifications.
3. Loading: The contractor shall design the wall per AASHTO LRFD requirements and recommendations. Loads on the wall for design shall be per AASHTO LRFD specifications, including a 250 pounds per square foot (PSF) surcharge loading.
4. The contractor is responsible for designing and detailing the proposed retaining wall, including geotechnical engineering and subsurface exploration (i.e., soil borings) if necessary. The contractor's geotechnical engineer, through a subsurface soil exploration program, will determine the maximum allowable soil bearing pressure for the base block and the wall shall be designed and base block sized to maintain a soil bearing pressure below this limit, satisfy all factor of safety requirements for overturning and sliding, and meet the wall manufacturer's recommendations. Submit shop drawings, engineering calculations, and final design signed and sealed by a professional engineer to the City for review and acceptance.
5. The depth of the segmental blocks for the gravity wall will vary per the contractor's design and the manufacturer's recommendations for the varying wall heights, retained soil conditions, and allowable soil bearing pressures.
6. The height of the gravity retaining wall varies; see the plan and elevation drawing for more information.
7. The approximate location of steps in wall elevations are shown on these drawings. The actual step locations may vary based on the exact dimensions of the segmental blocks used; however, the minimum block embedment specified shall always be maintained. The base block of the gravity wall shall be embedded below the proposed grade a minimum of 24 inches or per the wall manufacturer's recommendations, whichever is greater.
8. Maximum wall batter is 4 degrees or 1" setback per block course.
9. Only one manufacturer and type of wall shall be used for the entire length of the wall. The wall shall be consistent in appearance for its entire length.
10. The block wall shall have an architectural finish and color staining. Final color and texture to be selected by the City after the contract is awarded.
11. All locations where the blocks are exposed shall have an architectural finish. A cap block, top block unit, or double-faced block shall be used along the top for an architectural finish where exposed; and end/corner blocks shall be used at above grade steps to provide an architectural finish to the end face of the wall.
12. Payment: Payment for Retaining Wall No. 1 shall be lump sum for the entire wall complete in place. Payment shall be inclusive of all work and materials, including design. The railing mounted on top of the retaining wall shall be paid as a separate item.

#### **ADA HANDRAIL SYSTEM**

Contractor shall furnish and install steel ADA handrail system in accordance with the most recent accessibility guidelines of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot. The price shall include anchorage system, paint, expansion joints, and incidentals to furnish and install galvanized steel handrail system.

#### **6" GRADED AGGREGATE BASE (57 STONE)**

Contractor shall furnish and install aggregate base course using graded aggregate as specified in the Contract Documents or as directed by the Engineer as specified in Section 501 of the MSHA



Standard Specifications. Aggregate Base Course will not be measured, but will be incidental to the related installed work, including curb, pervious sidewalk, and retaining walls.

### **CURB**

STANDARD TYPE "A" CURB & GUTTER - MC-100.01

DEPRESSED CURB ENTRANCE

12" CONCRETE BACKER CURB

18" CONCRETE BACKER CURB

Contractor shall furnish and install concrete curb and concrete combination curb and gutter as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 602 of the MSHA Standard Specifications. The cost of the removal existing curb or combination curb and gutter that will be replaced with new curb or combination curb and gutter will be incidental to the Contract unit price for the new item. The cost of sawcutting existing HMA or concrete pavement, placement of the 6-inch Aggregate Base course beneath the finished curb and gutter, reinforcement, placement of plain Portland cement concrete mix 9 or HMA base for slot backfill, placing HMA pavement surface for slot finishing shall all be incidental to the unit price for the new item.

### **4 INCH CONCRETE SIDEWALK**

Contractor shall furnish and install 4" concrete sidewalks and sidewalk ramps in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 603 of the MSHA Standard Specifications. The cost of the removal of existing sidewalk or sidewalk ramps that will be replaced with new sidewalk or sidewalk ramps will be incidental to the Contract unit price for the new sidewalk.

### **PERVIOUS CONCRETE SIDEWALK**

#### **POROUS FLEXIBLE PAVEMENT**

Contractor shall furnish and install 4" pervious concrete sidewalks and Porous Flexible Pavement in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 603 of the MSHA Standard Specifications. Payment shall include all pervious concrete, concrete for check dams, aggregate base, filter fabric, excavation, backfill, disposal of excess or unsuitable material, forms, reinforcement when specified, joints, sealer, compaction, curing, finishing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Company specializing in performing work the installation of pervious concrete shall have a minimum two years documented experience. The pavement crew supervisor shall be certified by the NRMCA as Pervious Concrete "Installer" and shall be on-site during any placement of pervious concrete. At least two additional NRMCA Certified "Technicians" shall be part of the pavement crew. Contractor shall provide these certifications to the City before work on the pervious concrete can begin.

Aggregate base shall be specified on the plans and in Section 901 of the MSHA Standard Specifications. Portland Cement Concrete and Related Products shall be as specified in Section 902 of the MSHA Standard Specifications. Pervious Concrete sidewalk shall be in accordance with SHA Mix "PC", and check dam concrete shall be in accordance with SHA Mix 3.

Construction shall be in accordance with Section 603.03 of the MSHA Standard Specifications, and the following:

1. Verify stripped subgrade is acceptable and ready to support paving and imposed loads. Verify that the gradients and elevations of the base are correct.
2. Permeable Non-Woven Geotextile Filter Fabric shall be installed on the sidewalls of the cleaned excavated section, and pinned to be held in place temporarily while installing stone and concrete.
3. AASHTO No 2 Stone Base: Place stone base in excavated section. Thickness of the aggregate base shall not be less than 12 inches, or greater than 18", as specified on the plans.
4. AASHTO No 57 Stone Capping Layer: Placed and tamped to 2" thick.
5. Concrete Preparation: Moisten capping layer to minimize absorption of water from fresh concrete.
6. Concrete Forming: Place and secure forms to correct location, dimension, profile and gradient. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
7. Placing Concrete: Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
8. Concrete Finishing: Pervious concrete requires specific equipment for compaction and jointing. Rolling compaction shall be achieved using a hydraulically actuated rotating tube screed. Small areas may be compacted using a plate compactor that has a surface area of at least 2 square feet and exerts a minimum vertical pressure of 10 psi on the pavement surface through the use of a temporary 3/4-inch plywood cover. Contraction joints shall be formed by using a rolling joint tool or by saw cutting per ACI recommendations. Tooled jointing can be used using the new deeper bladed hand jointers.
9. Concrete Curing: Place surface evaporation retarder and sheet materials on exposed concrete surfaces immediately after finishing. Sheet materials are to remain in-place a minimum of 7 days.
10. Joint Sealing: Separate pavement from vertical surfaces (isolate joint) with 6 mil poly or construction paper.
11. Performance: Project is accepted for production when mix design, unit weight, field testing and test panel evaluation are performed satisfactorily. After core samples are taken during field quality control testing, if any section does not pass, then the section shall be removed and replaced at no additional cost to the Owner.
12. Protection: Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury. Do not permit vehicular traffic over pavement for 14 days minimum after finishing. Protect the pervious concrete from contamination by debris and other fine particles until project completion through the use of sheet materials and barricades or other methods acceptable to the Owner.

### **DETECTABLE WARNING SURFACE**

Contractor shall furnish and install cast-in-place detectable warning surfaces in accordance with the most recent accessibility guidelines of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 611 of the MSHA Standard Specifications. The detectable warning surface material shall be in accordance with Special Provision Insert Section 925 of the MSHA Standard Specifications. The type of detectable warning surface shall be Type I, Cast-In-Place, and shall conform to the MSHA requirements and specifications. The cost of the removal of existing sidewalk or detectable warning surfaces that will be replaced with new cast-in-place detectable warning surfaces will be incidental to the Contract unit price for the new detectable warning surface.

### **7 OR 9 INCH CONCRETE DRIVEWAY PAVEMENT**

#### **COMMERCIAL/MIXED-USE DRIVEWAY APRON WITH BUFFER (CM-1.1)**

#### **SINGLE FAMILY/TOWNHOUSE DRIVEWAY APRON WITH BUFFER (SF-1.1)**

Contractor shall furnish and install 7 OR 9" concrete driveway pavement in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 520 of the MSHA Standard Specifications. The cost of the removal of existing pavement that will be replaced with new pavement will be incidental to the Contract unit price for the new pavement.

#### **PLACING SALVAGED TOPSOIL 2 INCH DEPTH**

Contractor shall salvage and place topsoil as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square yard as specified in Section 701 of the MSHA Standard Specifications. The cost of salvaging topsoil will be incidental to the Contract unit price for the placement.

#### **TURFGRASS ESTABLISHMENT**

Contractor perform work outlined in the Contract documents, or as directed by the Engineer at the contract unit price per square yard as specified in Section 705 of the MSHA Standard Specifications.

#### **TREE REMOVAL**

Contractor shall remove trees as specified in the Contract Documents or as direction by the Engineer at the contract unit price per each. Work shall be in accordance with Section 714 of the MSHA Standard Specifications.

#### **TREE PLANTING**

Contractor shall plant trees as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 710 of the MSHA Standard Specifications.

#### **LANDSCAPING**

Contractor shall furnish and install landscaping trees, shrubs, and groundcover as specified in the Contract Documents or as directed by the Engineer at the unit price per each. The price shall include furnishing plantings in good health, planting, staking, root pruning, deer protection, watering, and fertilizing necessary to establish plantings in good health.

#### **ROOT PRUNING**

Contractor shall perform root pruning as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot.

#### **TREE PROTECTION FENCE**

Contractor shall install and remove tree protection fence as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot.

#### **RELOCATE EXISTING LIGHT POLE AND LUMINAIRE**

##### **RELOCATE GUYWIRE**

##### **RELOCATE POLE**

Contractor shall remove and reset on a new foundation existing light poles and luminaires as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 808 of the MSHA Standard Specifications.

#### **REMOVE AND DISPOSE EXISTING LIGHT POLE AND LUMINAIRE**

Contractor shall remove and dispose existing light poles and luminaires as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each.

**FURNISH AND INSTALL LIGHT POLE AND LUMINAIRE**

Contractor shall furnish and install on a new foundation light poles and luminaires as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 808 of the MSHA Standard Specifications.

**CONCRETE FOR LIGHT FOUNDATION**

Contractor shall furnish and install concrete foundations for installing lighting poles as specified in the Contract Documents or as directed by the Engineer at the contract unit price per cubic yard as specified in Section 801 of the MSHA Standard Specifications. Concrete shall be SHA Mix 3.

**2" SCHEDULE 40 PVC CONDUIT – TRENCHED OR BORED**

**4" SCHEDULE 40 PVC CONDUIT – TRENCHED OR BORED**

**2x4" SCHEDULE 40 PVC CONDUIT – TRENCHED OR BORED**

**2x4" SCHEDULE 40 PVC CONDUIT – TRENCHED – CONCRETE ENCASED**

Contractor shall furnish and install 2" and 4" Schedule 40 Rigid PVC electrical trenched or bored conduit and fittings as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 805 and 809 of the MSHA Standard Specifications.

**NO. 6 AWG STRANDED BARE COPPER GROUND WIRE**

**GROUND ROD – ¾ INCH DIAMETER, 10 FOOT LENGTH**

Contractor shall furnish and install additional grounding systems, which includes ground wire and ground rods, as specified in the Contract Documents or as directed by the Engineer. No. 6 AWG Stranded Copper Ground Wire shall be paid for at the contract unit price per linear foot as specified in Section 804 and 810, and Ground Rod – ¾" Diameter, 10' Length shall be paid for at the contract unit price per each as specified in Section 804 of the MSHA Standard Specifications.

**ELECTRICAL CABLE - 1 CONDUCTOR NO. 10 AWG**

Contractor shall furnish and install 1-Conductor 10 AWG electrical cable and associated connectors as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 810 and 820 of the MSHA Standard Specifications.

**FURNISH AND INSTALL ELECTRICAL SPLICE BOX**

Contractor shall furnish and install electrical splice boxes as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each as specified in Section 811 of the MSHA Standard Specifications.

**DISPOSE OF LIGHTING FOUNDATION**

Contractor shall remove and dispose of existing concrete light pole foundations as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each.

**FURNISH AND INSTALL GROUND MOUNTED SIGNS**

Contractor shall furnish and install signs as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

**REMOVE EXISTING GROUND MOUNTED SIGNS**

Contractor shall remove and dispose signs as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

**RELOCATE EXISTING GROUND MOUNTED SIGNS**

Contractor shall remove and reset signs on a new post as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

**INVITATION FOR BIDS #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

**ATTACHMENT D**

# **SECTION VII**

# **APPENDICES**

## APPENDIX A

### MONTGOMERY COUNTY NOISE ORDINANCE Notice to Contractors

The Montgomery County Council recently enacted a comprehensive revision to the County Noise Control Ordinance ([Chapter 31B, Montgomery County Code](#)), including changes to the provisions concerning noise from construction activities.

---

#### GENERAL ORDINANCE STANDARDS

(Non-construction related)

Maximum allowable sound levels, measured at the nearest receiving property line, are 65 dBA (A-weighted decibels) during daytime hours and 55 dBA during nighttime hours, for residential receiving properties (67 dBA daytime and 62 dBA nighttime for non-residential receiving property). Mixed Use Zones are considered residential.

"Daytime" means from 7 a.m. to 9 p.m. weekdays and 9 a.m. to 9 p.m. weekends and holidays.

"Nighttime" means from 9 p.m. to 7 a.m. weekdays and 9 p.m. to 9 a.m. weekends and holidays.

"Receiving Property" means any property where people live or work and where noise is heard.

---

#### CONSTRUCTION EXEMPTION AND STANDARDS

"Construction" means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways. Construction Noise levels must be measured on a receiving property, but no closer than 50' from the noise source.

From 7 a.m. to 5 p.m. Weekdays, Construction Noise Levels must not exceed:  
75 dBA without a "Noise Suppression Plan".  
85 dBA with a "Noise Suppression Plan".

"Noise Suppression Plan" means a written plan to use the most effective noise suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.

At all times other than 7 a.m. to 5 p.m. weekdays, the general standards specified above must be met.

For example: Assuming a residential or mixed-use receiving property, construction noise levels from 5 p.m. to 9 p.m. weekdays and from 9 a.m. to 9 p.m. weekends and holidays must not exceed 65 dBA. From 9 p.m. to 7 a.m. weekdays and 9 a.m. on weekends and holidays, the standard is 55 dBA (this is unchanged from the previous ordinance).

Construction activities are also subject to the "Noise Disturbance" provisions of the Ordinance. Examples of Noise Disturbances are delivering materials or equipment, or loading or unloading in a residential area, or operating construction equipment with audible back-up warning devices during Nighttime Hours.

---

### Summary - Construction Noise

Measured at nearest receiving property, but no closer than 50' from the noise source.

Weekdays (Monday - Friday), 7 a.m. to 5 p.m.

Without Suppression Plan: 75 dBA

With Suppression Plan: 85 dBA

5 p.m. to 9 p.m. : 65 dBA

9 p.m. to 7 a.m. : 55 dBA

Saturday, Sunday, Holidays

9 a.m. to 9 p.m.: 65 dBA

9 p.m. to 9 a.m.: 55 dBA

In the majority of circumstances in the County, the Receiving Property will be considered residential. In cases where the nearest receiving properties are non-residential, the standards will be 67 dBA/Daytime and 62 dBA/Nighttime, except from 7 a.m. to 5 p.m. weekdays, when the higher construction exemption prevails.

While a Noise Disturbance, as defined by the Ordinance, could conceivably occur at any time, it is most likely to happen during the Nighttime Hours. The most common complaint involves back-up beepers, and can be avoided by employing lawful alternatives to audible devices.

The Department of Environmental Protection is currently developing Regulations for Noise Suppression Plans, as required by the revised Ordinance. In general, such plans will involve equipment selection and maintenance, scheduling and reasonable care in planning and conducting operations. Often, noise suppression measures can be fabricated on-site using materials at hand.

As a point of reference, two persons, speaking in normal tones of voice at a distance of three feet, will generate about 63 dBA between them. Therefore, normal, fully intelligible conversation would be possible at the receiving property line of a site generating 65 dBA or less. By comparison, for normal, intelligible speech at a distance of about ten feet between speakers, the background sound would have to be 55 dBA or less.

Most equipment manufacturers, and especially those who produce or market in Europe or Asia, will have detailed noise performance specifications for their products. Many also provide silencing packages, both design and retrofit.

Copies of the revised Ordinance will be mailed upon request. If there are any questions or comments, please do not hesitate to contact the [Office of Environmental Policy and Compliance](#) at 240-777-7770.



## Appendix B

### FORESTRY PERMIT

PERMIT #: **FTP2022-00002** DATE OF ISSUE: 03/28/22  
EXPIRATION DATE: 3/28/2024  
PERMITEE: **CITY OF ROCKVILLE - DPW**  
ADDRESS: **111 MARYLAND AVENUE**  
**ROCKVILLE MD 20850**

PHONE: **Primary:**  
Project Name: **W GUDE DRIVE** SITE ADDRESS: **W GUDE DR**  
SUBDIVISION: **RIGHT-OF-WAY** LOT: **0000** BLK: **000**

#### PROJECT DESCRIPTION:

NRI/FSD & FCP for W. Gude Drive sidewalk extension for installation of five foot wide sidewalk on north side of W. Gude Drive from Frederick Road to Watkins Pond Blvd

#### THIS PROJECT REQUIRES THE FOLLOWING:

**PRECONSTRUCTION MEETING**  
**SIGNIFICANT TREE REMOVAL**

**ROOT PRUNING**

**TREE PRUNING**

**AERATION SYSTEM**

**TREE PROTECTION FENCE**

**TREE PROTECTION SIGNAGE**

**PERMANENT PROTECTION FENCE**

**PREPLANTING MEETING**

**SIGNIFICANT TREE PLANTING**

**ON-SITE PLANTING**

**OFF SITE PLANTING**

**POST PLANTING INSPECTION**

**POST CONSTRUCTION MEETING**

**TWO YEAR WARRANTY**

**FIVE YEAR WARRANTY**

**FOREST CONSERVATION EASEMENT**

**TREE COVENANTS**

**OTHER**

#### CONDITIONS:

1. Project must be constructed in accordance with Tree Save Plan and Landscape Plans approved on 3/28/2022.
2. You must notify MISS UTILITY at 1-800-257-7777, 811, or at [www.missutility.net](http://www.missutility.net) at least 48 hours prior to construction.
3. Schedule a pre-construction meeting with the Forestry Inspector, Natasha Shangold (240 314-8233 or [nshangold@rockvillemd.gov](mailto:nshangold@rockvillemd.gov)) and the Senior Sediment and Erosion Inspector, Arthur Simpson (240 314-8879 or [asimpson@rockvillemd.gov](mailto:asimpson@rockvillemd.gov)). The ISA certified arborist/MD LTE must be present. You must provide at least 48 hours notice before meeting and the limits of disturbance must be staked prior to the meeting. No clearing, grading, or tree removals may be done prior to this meeting. No installation of tree protection fence or sediment control devices may be installed prior to this meeting.
4. All tree work, including removals, tree protection measures, and stress reduction measures shall be performed by an arborist who is both a Maryland Licensed Tree Expert (LTE) and an ISA Certified Arborist. Proof of these certifications must be provided to the Forestry Inspector.
5. Provide any additional tree save measures as directed by the Forestry Inspector.
6. The applicant is required to schedule a pre planting meeting with the Forestry Inspector prior to installing any plant material. The tree locations must be staked in the field prior to this meeting.
7. All landscape material must be installed per the approved Landscape and Forest Conservation Plan. No substitutions are permitted without prior written permission of the City Forester.
8. Apply approved wildlife protection to newly planted trees as directed by the Forestry Inspector.
9. Pursuant to Section 10.5-34 of the Forest and Tree Preservation Ordinance (FTPO), a fine in the amount of \$1,000 may be imposed for each violation. Each day the violation continues is a separate violation. In addition, a stop work order may be issued until the violation has been abated and the fine has been paid or an appeal has been filed pursuant to Section 10.5-35 of the FTPO. Additional punitive measures as stated under Section 10.5-34 of the FTPO may be imposed.
10. All work covered by permit must be completed by the expiration date which is two years from date of issuance. Requests for extensions must be submitted in writing to the City Forester 30 days prior to the permit expiration date justifying the permit extension.

THIS PERMIT AUTHORIZES THE ABOVE DESCRIBED CONSTRUCTION SUBJECT TO ALL APPLICABLE LAWS, REGULATIONS, TERMS, AND CONDITIONS HEREIN AND ELSEWHERE

APPROVED:

Shaun Patrick Ryan

Principal Planner - Landscape Architect

03/28/22

REV: FFTPPRM 03/28/22

MFD 03/28/22

FORESTRY PERMIT

PERMIT #:

FTP2022-00002

DATE OF ISSUE:

03/28/22

EXPIRATION DATE:

3/28/2024

PERMITEE:

CITY OF ROCKVILLE - DPW

ADDRESS:

111 MARYLAND AVENUE

ROCKVILLE MD 20850

PHONE:

Primary:

Project Name:

W GUDE DRIVE

SITE ADDRESS:

W GUDE DR

SUBDIVISION:

RIGHT-OF-WAY

LOT:

0000

BLK:

000

PROJECT DESCRIPTION:

NRI/FSD & FCP for W. Gude Drive sidewalk extension for installation of five foot wide sidewalk on north side of W. Gude Drive from Frederick Road to Watkins Pond Blvd

ENGINEER:

Primary:

ADDRESS:

(W)

(H)

(F)

PHONE:					
ESTIMATED COST OF WORK:		PERMIT FEES:		AMOUNT OF SECURITY:	
PLANTING:		Pre FCP		\$0.00	
OTHER:		Frst. Conservation Rev		\$0.00	
		Permit Fee		\$0.00	
		TOTAL FEES:		\$0.00	
				PLANTING:	
				OTHER:	
				BOND:	
				L OF C:	
				CASH:	
				OTHER:	

THIS PERMIT AUTHORIZES THE ABOVE DESCRIBED CONSTRUCTION SUBJECT TO ALL APPLICABLE LAWS, REGULATIONS, TERMS, AND CONDITIONS HEREIN AND ELSEWHERE

APPROVED:

Digitally signed by Shaun Patrick Ryan

DN: cn=Shaun Patrick Ryan, o=City of Rockville, ou=Principal Planner, email=Shaun.Patrick.Ryan@cityofrockville.org

Shaun Patrick Ryan

Principal Planner - Landscape Architect

03/28/22

REV:

FFTPPRM 03/28/22

MFD

03/28/22

SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: SCP2021-00006 DATE OF ISSUE: 11/09/2022  
DATE OF EXPIRATION: 11/9/2024  
PWK PERMIT:  
TYPE OF SEDIMENT CONTROL PERMIT: SC

SITE ADDRESS: W GUDE DR  
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000  
TYPE OF WORK: Sediment control for sidewalk improvements along north side of W Gude Dr  
between  
Watkins Pond Blvd and MD 355 (Frederick Rd)  
CONDITIONS:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022  
Director of Public Works

rev: fscp2pmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact

# SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: SCP2021-00006

DATE OF ISSUE: 11/09/2022

DATE OF EXPIRATION: 11/9/2024

PWK PERMIT:

TYPE OF SEDIMENT CONTROL PERMIT: SC

SITE ADDRESS: W GUDE DR

SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

1. This permit is for sediment control only for construction of sidewalk, ramps, retaining walls, replacement driveway aprons, and stormwater facilities in public right-of-way along the north side of W Gude Drive. All work must comply with the approved plans dated 11/07/2022 and all plan revisions that must be reviewed and approved by the City including field changes.
2. The permittee must schedule a pre-construction meeting with a minimum notice of 48 hours prior to meeting. Only one pre-construction meeting is necessary when multiple permits for the same project are issued. Failure to schedule a pre-construction meeting may result in the issuance of fines, revocation of permit(s) and/or the posting of a stop work order. The following representatives must be invited:

- City Project Inspector, Mike Hershelman at 240-314-8543 (mhershelman@rockvillemd.gov)
- City Stormwater Management Inspector, Ethan Chappell at 240-314-8541 (echappell@rockvillemd.gov)
- City Sediment and Erosion Control Inspector, Arthur Simpson at 240-314-8873 (asimpson@rockvillemd.gov)
- City Forester, Paula Perez at 240-314-8705 (pperez@rockvillemd.gov) and City Forestry Inspector, Natasha Shangold at 240-314-8205 (nshangold@rockvillemd.gov)
- City Project Engineer, Jennifer Wang at 240-314-8506 (jwang@rockvillemd.gov)
- Any Agency Issuing a Permit
- Utility Companies
- Permittee, Owner, or Owner's Representative
- General Contractor
- Site Engineer

Limits of disturbance and tree protection fencing locations must be staked and flagged prior to the pre-construction meeting. The following items must be discussed, as needed, during the pre-construction meeting:

- Elements that require construction inspection, as determined by the City Inspector, must be completed during normal working hours, Monday through Friday, 7:00 am to 3:00 pm.
- Existing SWM facilities downstream of project
- SWM Construction Inspection and As-built process

3. A copy of the permit **MUST** be on the job-site.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022  
Director of Public Works

rev: fscp2pmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact

**SEDIMENT CONTROL PERMIT (SCP)**PERMIT#: **SCP2021-00006**DATE OF ISSUE: **11/09/2022**DATE OF EXPIRATION: **11/9/2024**

PWK PERMIT:

TYPE OF SEDIMENT CONTROL PERMIT:

**SC**SITE ADDRESS: **W GUDE DR**SUBDIV: **RIGHT-OF-WAY**LOT: **0000**BLK: **000**

4. Contractor must contact MISS UTILITY at 811, 1 800 257-7777, or [www.missutility.net](http://www.missutility.net) for marking of existing utilities. MISS UTILITY requires two full business days notice. Existing utilities must be marked prior to the pre-construction meeting.
5. Comply with all direction provided by the City Forester at Pre-Construction meeting. No separate forestry permit is required and the contractor may work under the City Roadside Tree permit. Location of trees to be planted and planting soil must be approved by the City Forester prior to planting.
6. Contractor must provide any additional sediment control measures as directed by the City Inspector.
7. Construction shall only disturb that area which can be completed and stabilized by the end of each working day. For areas to be paved, stabilization shall be the application of stone base. For areas to be vegetatively stabilized: permanent seed and soil stabilization matting or sod for all steep slopes, channels and swales; and permanent seed and mulch for all other areas. Any areas which cannot be stabilized by the end of each working day must have silt fence installed on the downslope side. In areas where existing trees are to be protected, filter logs shall be used instead of silt fence.
8. If required, the contractor must supply the Chief, Construction Management, with lab results (from a Maryland State Certified Lab) to confirm that all construction work and materials comply with project specifications. This includes acceptable certification for compaction and backfill.
9. Any damage to public improvements must be repaired or replaced in accordance with City standards at the direction of the City Project Inspector.
10. Contractor must provide suitable parking locations for employees. Parking is not allowed on private property without permission of the property owner.
11. Contractor is to comply with the Montgomery County Noise Ordinance. Apply for a waiver if needed.
12. All work covered by this permit must be completed by the expiration date which is two (2) years from date of permit issuance. Requests for permit extensions must be submitted in writing to the Department of Public Works 30 days prior to the expiration date, justifying the extension in accordance with Chapter 19, Section 29.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

*Craig Simoneau*

11/09/2022

\_\_\_\_\_  
Director of Public Works

rev: fscp2pmt 11/09/2022

SKM 11/09/2022  
SKM Staff Contact

SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: SCP2021-00006 DATE OF ISSUE: 11/09/2022  
DATE OF EXPIRATION: 11/9/2024  
PWK PERMIT:  
TYPE OF SEDIMENT CONTROL PERMIT: SC

SITE ADDRESS: W GUDE DR  
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

WATER SHED: WAT TOTAL AREA OF PROPERTY: 36,448  
FLOODPLAIN VARIANCE REQ'D: N TOTAL AREA TO BE DISTURBED: 36,448  
USE PERMIT NUMBER: TOTAL IMPERVIOUSNESS PROPOSED: 14,050

(INCLUDE 30' CONTIGUOUS RIGHTS OF WAY)

ESTIMATED COST OF WORK:	PERMIT FEES:	AMOUNT OF SECURITY:
S/C:	TOTAL FEES	S/C:  BOND: L OF C: CASH:

OWNER/DEVELOPER: CITY OF ROCKVILLE  
ADDRESS: 111 MARYLAND AVENUE  
ROCKVILLE MD 20850  
DAYTIME PHONE:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022  
Director of Public Works

rev: fscp2pmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: SMP2021-00009 DATE OF ISSUE: 11/09/2022  
DATE OF EXPIRATION: 11/9/2024  
PWK PERMIT: SCP2021-00006  
SCP PERMIT:

SITE ADDRESS: W GUDE DR  
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

This permit is for the Stormwater Management Facilities checked below:

- Surface Sand Filter

Underground Sand Filter

Perimeter Sand Filter

Bioretention

Underground Concrete Vault

Underground Pipe

Micropool ED

Wet Pond

Wet ED Pond

Multiple Pond

Dry ED Pond
- Infiltration

MDE - Approved Proprietary

Filtering System (see notes)

Shallow Wetland

ED Wetland

Pond/Wetland System

Swale (Dry/Wet)

Non Structural

☒ Monetary Contribution

☒ Other

FACILITIES:	TOTAL AREA OF PROPERTY:			36,448.00			
<u>Facility</u>	<u>Drainage</u>	<u>Impervious</u>		<u>Recharge</u>	<u>Quality</u>	<u>Quantity</u>	<u>Quantity</u>
<u>Type</u>	<u>Area</u>	<u>Area</u>	<u>Ownership</u>	<u>Volume</u>	<u>(WQv)</u>	<u>(Cpv)</u>	<u>(Qp)</u>
Other	0.17	0.17	Public	No	Yes	Yes	No

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: 

Craig Simoneau

 11/09/2022  
Director of Public Works

rev: fsmpprmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: SMP2021-00009 DATE OF ISSUE: 11/09/2022  
DATE OF EXPIRATION: 11/9/2024  
PWK PERMIT: SCP2021-00006  
SCP PERMIT:

SITE ADDRESS: W GUDE DR  
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

- CONDITIONS:
1. This permit is for the construction of stormwater management facilities associated with the West Gude Drive Sidewalk Project to include approximately 1,465 LF of permeable pavement. All work must comply with the approved plans dated 11/07/2022 including any subsequent plan revisions. Plan revisions, including field changes, must be approved by the Rockville Department of Public Works.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022  
Director of Public Works

rev: fsmpprmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact



# STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: **SMP2021-00009**DATE OF ISSUE: **11/09/2022**DATE OF EXPIRATION: **11/9/2024**PWK PERMIT: **SCP2021-00006**

SCP PERMIT:

SITE ADDRESS: **W GUDE DR**SUBDIV: **RIGHT-OF-WAY**LOT: **0000**BLK: **000**

2. The permittee must schedule a pre-construction meeting with a minimum notice of 48 hours prior to meeting. Only one pre-construction meeting is necessary when multiple permits for the same project are issued. Failure to schedule a pre-construction meeting may result in the issuance of fines, revocation of permit(s) and/or the posting of a stop work order. The following representatives must be invited:

- City Project Inspector, Mike Hershelman at 240-314-8543 (mhershelman@rockvillemd.gov)
- City Stormwater Management Inspector, Ethan Chappell at 240-314-8541 (echappell@rockvillemd.gov)
- City Sediment and Erosion Control Inspector, Arthur Simpson at 240-314-8873 (asimpson@rockvillemd.gov)
- City Forester, Paula Perez at 240-314-8705 (pperez@rockvillemd.gov) and City Forestry Inspector, Natasha Shangold at 240-314-8205 (nshangold@rockvillemd.gov)
- City Project Engineer, Jennifer Wang at 240-314-8506 (jwang@rockvillemd.gov)
- Any Agency Issuing a Permit
- Utility Companies
- Permittee, Owner, or Owner's Representative
- General Contractor
- Site Engineer

Limits of disturbance and tree protection fencing locations must be staked and flagged prior to the pre-construction meeting. The following items must be discussed, as needed, during the pre-construction meeting:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

*Craig Simoneau*

11/09/2022

Director of Public Works

rev: fsmpprmt 11/09/2022

SKM 11/09/2022  
SKM Staff Contact

# STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: **SMP2021-00009**

DATE OF ISSUE: **11/09/2022**  
DATE OF EXPIRATION: **11/9/2024**

PWK PERMIT: **SCP2021-00006**

SCP PERMIT:

SITE ADDRESS: **W GUDE DR**

SUBDIV: **RIGHT-OF-WAY**

LOT: **0000**

BLK: **000**

## - SWM Construction Inspection and As-built process

3. Permittee must contact MISS UTILITY at 811, 1 800 257-7777, or [www.missutility.net](http://www.missutility.net) for marking of existing utilities. MISS UTILITY requires two full business days notice. Existing utilities must be marked prior to the pre-construction meeting.
4. Comply with all conditions per SCP2021-00006 and the approved SCP plans dated 11/07/2022.
5. Comply with all conditions from City Forester, FSD and FCP plans, and FTP2022-00002 permit.
6. Shop drawings must be prepared and stamped by a licensed Maryland Professional Engineer prior to fabrication. The Professional Engineer who stamps the design plans must approve the shop drawings for conformance to the approved design. Provide three (3) copies of approved shop drawings to the City prior to construction.
7. See technical specifications for pervious concrete requirements including but not limited to submittals, qualifications, products and execution.
8. Contractor to comply with procedure and required inspections per MDE's Permeable Pavement/Reinforced Turf Inspection Checklist. Elements that require construction inspection, as determined by the City Project Inspector, must be completed during normal working hours, Monday through Friday, 7:00 am to 3:00 pm.
9. Contractor is to comply with the Montgomery County Noise Ordinance. Apply for a waiver if needed.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

*Craig Simoneau*

11/09/2022

Director of Public Works

rev: fsmpprmt 11/09/2022

SKM 11/09/2022  
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: SMP2021-00009

DATE OF ISSUE: 11/09/2022  
DATE OF EXPIRATION: 11/9/2024

PWK PERMIT: SCP2021-00006  
SCP PERMIT:

SITE ADDRESS: W GUDE DR

SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

- 10. Prior to bond release, on-site grading must demonstrate safe conveyance of stormwater per the approved plan.
- 11. A copy of the permit MUST be on the job-site.
- 12. If required, permittee must supply the Chief of Construction Management with lab results (from a Maryland State Certified Lab) to confirm that all construction materials and work comply with project specifications. This includes acceptable certification for compaction and backfill.
- 13. Any damage to public improvements including street trees must be repaired or replaced in accordance with City standards at the direction of the City Project Inspector.
- 14. Contractor shall provide stormwater management as-built plan information in accordance with the project specifications prior to release by the City. Stormwater management as-built plans, material tickets, and a scanned copy of the as-built, sealed by a licensed Maryland Professional Engineer or Professional Land Surveyor, must be submitted and approved by the City prior to release of the permit and bond. The as-built of the stormwater management facilities must include at a minimum: the bottom elevation; critical dimensions; volume; pipe size, material and invert; and outlet structure opening dimensions and elevations.

In order to establish an infiltration rate baseline to be used during maintenance inspections, as-built plans for porous concrete shall include the results and locations of the most current version of ASTM C1701- Standard Test Method for Infiltration Rate on In-Place Porous Concrete. As-built plans for interlocking permeable pavers shall include the results and locations of the most current version of ASTM C1781 - Standard Test Method for Surface Infiltration Rate of Permeable Unit Pavement Systems. As-built plans for porous asphalt shall include the results and location of a test method pre-approved by the City of Rockville.

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022  
Director of Public Works

rev: fsmpprmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact

STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: SMP2021-00009 DATE OF ISSUE: 11/09/2022  
DATE OF EXPIRATION: 11/9/2024  
PWK PERMIT: SCP2021-00006  
SCP PERMIT:

SITE ADDRESS: W GUDE DR  
SUBDIV: RIGHT-OF-WAY LOT: 0000 BLK: 000

15. All work covered by this permit must be completed by the expiration date which is two (2) years from date of permit issuance. Requests for extensions must be submitted in writing to the Department of Public Works 30 days prior to the permit expiration date justifying the permit extension in accordance with Chapter 19, Section 29.

WATER SHED: Watts Branch  
FLOODPLAIN VARIANCE REQ'D: N TOTAL DRAINAGE AREA : 36,448.00  
USE PERMIT NUMBER: TOTAL IMPERVIOUSNESS PROPOSED: 14,050.00

ESTIMATED COST

OF WORK:	PERMIT FEES:	AMOUNT OF SECURITY:
SMP:	Monetary Contribution F \$6,400.00	SMP:
	TOTAL FEES: \$6,400.00	BOND: LOF C: CASH:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved: Craig Simoneau 11/09/2022  
Director of Public Works

rev: fsmpprmt 11/09/2022 SKM 11/09/2022  
SKM Staff Contact

## STORMWATER MANAGEMENT PERMIT (SMP)

PERMIT#: **SMP2021-00009**DATE OF ISSUE: **11/09/2022**DATE OF EXPIRATION: **11/9/2024**PWK PERMIT: **SCP2021-00006**

SCP PERMIT:

SITE ADDRESS: **W GUDE DR**SUBDIV: **RIGHT-OF-WAY**LOT: **0000**BLK: **000**PROPERTY OWNER: **CITY OF ROCKVILLE**  
ADDRESS: **111 MARYLAND AVENUE**  
**ROCKVILLE MD 20850**

DAYTIME PHONE:

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and conditions herein and elsewhere.

Approved:

*Craig Simoneau*

11/09/2022

\_\_\_\_\_  
Director of Public Works

rev: fsmpprmt 11/09/2022

SKM 11/09/2022  
SKM Staff Contact



Department of Public Works  
111 Maryland Avenue, Rockville, MD 20850-2364

## As-Built Plan Requirements

1. All entities who construct public water or sewer lines, storm drainage systems, bike paths, sidewalks or streets to be maintained by the City of Rockville must submit an "As-built" set of construction drawings for approval as a part of the City's acceptance process. Additionally, entities constructing any stormwater management or stream restoration facilities must submit an "As-Built" set of construction drawings. The initial submittal shall be three (3) sets of "red-lined" marked up prints, which should be delivered to the Department of Public Works counter at City Hall (Attn: Don Jackson, Engineering Technician). This submittal shall include recorded copies of any public easements required with the project.
2. The As-Built drawings shall clearly show any changes or variations from the approved design. Horizontal variations greater than 1.0 foot should be shown dimensionally or through plus stations. Horizontal variations greater than 10.0 feet should also show the graphic relocation of the object. Vertical elevation variations greater than 0.1 feet shall be provided for all shown design elevations. A benchmark elevation and benchmark description and location shall also be provided on each plan sheet.
3. As-Built plans for a surface SWM facility shall include the following additional information.
  - a) Length, width, slope information and depth or contours (1 foot intervals) of the pond area along with a verification of the original design volume.
  - b) A benchmark on the riser, inlet headwall, or other approved location.
  - c) Revised design computations verifying the functionality of the pond. Computations shall be submitted directly to the DPW project engineer, along with an additional paper copy of the As-Built plans.
  - d) The grading/storage volumes must be approved by DPW prior to landscaping/planting. All plantings must be added to the As-Built plans after plant installation. As-Built plans will not be approved without required plantings.

NOTE: As-Built data, which shows that the constructed facility varies from the original design storage elevations by greater than or equal to 10%, will have to be corrected (regraded) prior to submission for review unless storage is verified. All constructed features not previously approved on the original construction drawings may have to be modified at the City's discretion.

4. All As-Built information shall be blocked in and shown on the original construction drawings and shall be blocked in as thus 386.25.
5. The As-Built Certificate (shown on the following page) shall be signed and sealed by a MD professional engineer or a MD professional land surveyor and shall appear on the cover sheet of the As-Built Plan set. All sheets included in the permit set must be submitted in the final as-built set.
6. The City's inspector and project engineer will review the As-Built information. The design engineer will be notified to submit mylars for As-Built approval once all changes have been satisfactorily shown. The As-Built information shall preferably be shown on the original construction drawings (i.e., the original mylars with the permit approval stamp and original P.E. seal). Placing As-Built information upon a scanned image or other reproduction of the original construction drawings is acceptable so long as the quality, integrity, and legibility of the original drawings are substantially preserved without undue compromise. As-Built drawings will be scanned by the City for archiving, so both the As-Built and original information must be sufficiently discernible. The As Built plan set shall be submitted to Department of Public Works Engineering Division (Attn: Don Jackson, Engineering Technician) for signature and shall contain the same red-lined information as approved in the As-Built review. No paper prints, paper or mylar sepias will be accepted.

### AS-BUILT CERTIFICATE

I hereby certify that the information shown on this record drawing is an accurate and complete representation of data established from field information obtained under the direction of a Professional Land Surveyor or a Professional Engineer, and that the physical dimensions or elevations shown thus 37.55' are as-built information and the facility was constructed according to the approved plans, except as otherwise noted hereon.

---

Name

---

License #

---

Title

---

Date

WebDoc 5/14/04

**INVITATION FOR BIDS #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

**ATTACHMENT E**

# **SECTION VIII**

# **DRAWINGS**



DESCRIPTION

SHEET NO.

TITLE SHEET

1

TYPICAL SECTIONS & DETAILS

2

STANDARD DETAILS

3

GEOMETRIC LAYOUT & CONSTRUCTION STAKEOUT

4

CIVIL PLANS

5-7

LANDSCAPE NOTES, DETAILS AND PLANS

8-11

STORMWATER MANAGEMENT PLANS

12-13

EROSION & SEDIMENT NOTES, DETAILS AND PLANS

14-16

CITY OF ROCKVILLE GENERAL NOTES: (NOV 2016)

1. THE APPLICANT IS THE ENTITY FOR WHICH THE CITY OF ROCKVILLE DEPARTMENT OF PUBLIC WORKS (DPW) HAS ISSUED A PERMIT. FOR DPW PROJECTS WHERE A PERMIT IS NOT APPLICABLE, THE ENTITY FOR WHICH THE CITY CONTRACT IS ISSUED SHALL BE CONSIDERED THE APPLICANT IN THESE NOTES. THE APPLICANT IS RESPONSIBLE FOR CITY INSPECTORS LISTED IN THE PERMIT, CITY FORESTRY INSPECTOR AT 240-314-8713, IF REQUIRED BY EITHER A DPW AND/OR FORESTRY PERMIT, OR DPW SEDIMENT CONTROL INSPECTOR AT 240-314-8879, IF REQUIRED BY PERMIT.

2. THE APPLICANT MUST ARRANGE A PRE-CONSTRUCTION MEETING PRIOR TO COMMENCING ANY WORK. PROVIDE AT LEAST 48 HOURS OF NOTICE TO THE FOLLOWING CITY PROJECT INSPECTOR LISTED IN THE PERMIT, CITY FORESTRY INSPECTOR AT 240-314-8713, IF REQUIRED BY EITHER A DPW AND/OR FORESTRY PERMIT, OR DPW SEDIMENT CONTROL INSPECTOR AT 240-314-8879, IF REQUIRED BY PERMIT.

3. THE APPLICANT MUST CONTACT MISS UTILITY AT 1-800-257-7777 OR 410-781-7777 OR MISS UTILITY NET SO THAT UTILITIES ARE MARKED PRIOR TO HOLDING ANY PRE-CONSTRUCTION MEETING.

4. INFORMATION CONCERNING EXISTING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS. THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES BY DIGGING TEST PITS AT THE UTILITY CROSSING WELL IN ADVANCE OF TRENCHING. IF CLEARANCE IS LESS THAN SHOWN ON THIS PLAN, CONTACT THE PROFESSIONAL ENGINEER WHO STAMPED THE DESIGN PLANS BEFORE PROCEEDING WITH CONSTRUCTION.

5. MAINTAIN A MINIMUM ONE-FOOT VERTICAL CLEARANCE BETWEEN ALL CITY UTILITIES CROSSING ANY OTHER UTILITY. UNLESS OTHERWISE NOTED, MAINTAIN A FIVE-FOOT HORIZONTAL CLEARANCE WITH BETWEEN A CITY UTILITY WITH ANY OTHER UTILITY OR STRUCTURE. THE ONLY EXCEPTION IS THAT THERE SHALL BE A TEN-FOOT HORIZONTAL CLEARANCE BETWEEN CITY WATER AND SEWER MAINS.

6. AT THE END OF EACH DAY, ALL TRENCHES SHALL BE BACKFILLED, ALL EQUIPMENT SECURED AND THE AREA LEFT IN A SAFE CONDITION. STEEL PLATES ARE ALLOWED TO REMAIN NO LONGER THAN SEVEN DAYS. PLATES ARE TO BE NOTCHED (RECESSED) AND PINNED TO THE ROADWAY. PLATES MUST BE LARGE ENOUGH TO ALLOW A MINIMUM OF ONE-FOOT BEARING ON ALL FOUR SIDES OF THE PAVEMENT SURROUNDING THE EXCAVATION. THE STEEL PLATE REQUIREMENTS ONLY APPLY TO PUBLIC STREETS.

7. THE PUBLIC ROAD UTILITY PATCH SHALL BE IN ACCORDANCE WITH CITY STANDARD DETAIL M80, CONTAINED HEREIN, OR AS SHOWN ON THE PLANS. ALL TRENCHES IN PUBLIC STREETS SHALL BE FILLED WITH COMPACTED GRADED AGGREGATE BASE (GAB) FROM BELOW THE PAVEMENT TO THE TOP OF THE PIPE EMBEDMENT ZONE OR TO A DEPTH OF FIVE-FEET, WHICHEVER IS LESS.

8. DPW NORMAL WORKING HOURS ARE MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, FROM 7 A.M. TO 5 P.M. THE CITY OBSERVES THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING'S BIRTHDAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, THANKSGIVING FRIDAY AND CHRISTMAS DAY, AND ALL DAYS OF GENERAL AND CONGRESSIONAL ELECTIONS THROUGHOUT THE STATE. THE CONTRACTOR WILL NOT BE PERMITTED TO CLOSE LANES OR DO ANY WORK THAT REQUIRES THE SERVICES OF THE CITY FORCES, OUTSIDE OF THE NORMAL WORKING HOURS, UNLESS AUTHORIZED BY DPW. IN WRITING, THE CONTRACTOR WITH WRITTEN PERMISSION OF DPW MAY BE PERMITTED TO WORK OUTSIDE OF THE NORMAL WORK HOURS FOR CLEAN-UP ACTIVITIES OR OTHER SUCH ITEMS THAT DO NOT ADVERSELY IMPACT TRAFFIC, RESIDENTS OR CITY SERVICE.

9. TRAFFIC MUST BE MAINTAINED ON ALL ROADWAYS WITHIN THE CONSTRUCTION AREA AS DIRECTED BY DPW. NO LANE CLOSURE SHALL BE PERMITTED BETWEEN 7:00-9:00 A.M. OR 3:30-6:00 P.M. MONDAY THROUGH FRIDAY. AN EXCEPTION IS THAT LANE CLOSURES ARE PERMITTED ON SECONDARY RESIDENTIAL STREETS AT ANY TIME DURING NORMAL WORKING HOURS. DEPLOYMENT AND DESIGN OF ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). IF REQUIRED, TRAFFIC CONTROL PLANS SHALL BE REVIEWED AND APPROVED BY THE CHIEF OF THE TRAFFIC AND TRANSPORTATION DIVISION. DPW MAY SUSPEND LANE CLOSURE OR OTHER TRAFFIC CONTROLS AT ANY TIME DURING OR IN ADVANCE OF, UNDESIRABLE WEATHER EVENTS.

10. SHEETING AND SHORING IS THE TOTAL RESPONSIBILITY OF THE APPLICANT. A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MARYLAND SHALL SEAL THESE DRAWINGS. PROVIDE THREE COPIES TO DPW FOR INFORMATIONAL PURPOSES ONLY.

11. IN ADDITION TO ALL CITY PERMITS, THE APPLICANT IS RESPONSIBLE TO ENSURE THAT ALL NECESSARY FEDERAL, STATE AND/OR MONTGOMERY COUNTY APPROVALS AND/OR PERMITS HAVE BEEN OBTAINED IN ASSOCIATION WITH THIS APPROVED PLAN.

12. SHOP DRAWINGS MUST BE PREPARED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MARYLAND PRIOR TO FABRICATION. THE PROFESSIONAL ENGINEER WHO SEALED THE DESIGN PLANS (BUT NOT THE SHOP DRAWINGS) MUST APPROVE THE SHOP DRAWINGS FOR CONFORMANCE TO CONSTRUCTION. ALL PIPES AND STRUCTURES IN PAVED AREAS SHALL BE DESIGNED FOR HS-20 VEHICLES LOADING.

13. UPON COMPLETION OF CONSTRUCTION, THE APPLICANT SHALL PROVIDE THREE SETS OF RED LINED AS-BUILT PRINTS (24"x36") FOR REVIEW AND APPROVAL BY THE CITY. THE DRAWINGS MUST CONTAIN THE ORIGINAL APPROVAL SIGNATURES AND PROFESSIONAL ENGINEER'S SEAL AND SIGNATURE. THE SCANNED IMAGE OF THE ORIGINAL MYLAR IS ACCEPTABLE. THE AS-BUILT SHALL BE SEALED BY A PROFESSIONAL SURVEYOR, AS APPROPRIATE AND MUST BE LICENSED BY THE STATE OF MARYLAND. THE SEAL SHALL NOTE THAT IT IS ONLY FOR THE AS-BUILT AND SHALL INCLUDE AN AS-BUILT CERTIFICATION TO THE CITY. UPON RECEIPT OF WRITTEN APPROVAL, THE APPLICANT SHALL PROVIDE APPROVED AS-BUILT MYLAR DRAWING ALONG WITH THE ORIGINAL MYLARS (WITH ALL ORIGINAL SIGNATURES) TO CITY PRIOR TO THE RELEASE OF THE PERMIT.

14. THE APPLICANT MUST COMPLY WITH THE MONTGOMERY COUNTY NOISE CONTROL ORDINANCE. PLEASE REFER TO THE MONTGOMERY COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AT 240-777-7770. [ASKDEPMONTGOMERYCOUNTY.GOV](mailto:ASKDEPMONTGOMERYCOUNTY.GOV), OR [WWW.MONTGOMERYCOUNTY.GOV/DEP](http://WWW.MONTGOMERYCOUNTY.GOV/DEP).

CITY OF ROCKVILLE, MD

DEPARTMENT OF PUBLIC WORKS

POTOMAC VALLEY ROAD

SIDEWALK

STANDARD SPECIFICATIONS BOOK,  
BOOK OF STANDARDS AND MUTCD

ALL WORK ON THIS PROJECT SHALL CONFORM TO THE MARYLAND DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY ADMINISTRATION'S (SHA) SPECIFICATIONS ENTITLED: STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS DATED JULY 2020. REVISIONS THEREOF OR ADDITIONS THERETO; THE SPECIAL PROVISIONS INCLUDED IN THE INVITATION FOR BIDS BOOK; AND THE LATEST MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MD-MUTCD).

MAINTENANCE OF TRAFFIC NOTES

FOLLOW SHA WORK ZONE TEMPORARY TRAFFIC CONTROL STANDARDS AND SPECIAL PROVISIONS FOR MOT. MAINTAIN PEDESTRIAN ACCESSIBILITY AT ALL TIMES.

RIGHT OF WAY

RIGHT OF WAY LINES SHOWN ON THESE PLANS ARE FOR ASSISTANCE IN INTERPRETING THE PLANS AND ARE NOT OFFICIAL FOR FEE RIGHT OF WAY INFORMATION. SEE APPROPRIATE RIGHT OF WAY PLATS.

UTILITIES

THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE FOR INFORMATION AND GUIDANCE ONLY. NO GUARANTEE IS MADE OF THE ACCURACY OF SAID LOCATIONS. THE CONTRACTOR IS RESPONSIBLE TO LOCATE, DELINEATE, AND AVOID ALL EXISTING UTILITIES.

TOPOGRAPHIC SURVEY

THIS PROJECT IS ORIENTATED TO THE MARYLAND STATE PLANE COORDINATE SYSTEM NAD 83/91, AND NAVD 88. BASE TOPOGRAPHIC INFORMATION AND PROJECT LIMIT WAS ESTABLISHED FROM FIELD SURVEY CONDUCTED IN APRIL 2020. GIS MAPPING SHOWN OUTSIDE THE PROJECT LIMIT OF DISTURBANCE WAS ESTABLISHED FROM AS-BUILTS PROVIDED BY THE CITY OF ROCKVILLE, AND AERIAL IMAGERY.

100%  
DESIGN

OWNER/DEVELOPER CERTIFICATION

I/WE HEREBY CERTIFY THAT ANY CLEARING, GRADING, CONSTRUCTION OR DEVELOPMENT, OR ALL OF THESE, WILL BE DONE PURSUANT TO THIS PLAN AND THAT RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATION OF TRAINING AT A DEPARTMENT OF THE ENVIRONMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF SEDIMENT AND EROSION BEFORE BEGINNING OF THE PROJECT AND THAT APPLICABLE SEDIMENT CONTROL CONDITIONS AND REQUIREMENTS OF THE CITY OF ROCKVILLE AND THE STATE OF MARYLAND AND ITS AGENCIES ARE HEREBY MADE PART OF THIS PLAN.  
SIGNATURE: \_\_\_\_\_  
PRINTED NAME AND TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

DESIGN AND QUANTITIES CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE LATEST MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, AND THE ORDINANCE OF THE ROCKVILLE CITY CODE. THE ESTIMATE TOTAL AMOUNT OF EXCAVATION AND FILL HAS BEEN COMPUTED TO BE TO CUBIC YARDS OF EXCAVATION AND 63 CUBIC YARDS OF FILL, AND THE TOTAL AREA TO BE DISTURBED AS SHOWN ON THESE PLANS HAS BEEN DETERMINED TO BE 15,352 SQUARE FEET OF WHICH 15,352 IS ON-SITE PROPOSED DISTURBANCE RIGHT-OF-WAY, THE IMPERVIOUS AREA SUBJECT TO STORMWATER MANAGEMENT SHOWN ON THIS PLAN IS 0.14 ACRES OF WHICH 0.14 IS ON-SITE IMPERVIOUS AREA WITHIN THE RIGHT-OF-WAY.  
SIGNATURE: \_\_\_\_\_  
PRINTED NAME AND TITLE: SETH DABLINGTON, P.E.  
DATE: 02/12/2025  
TITLE & LICENSE NUMBER: 39917

VICINITY MAP

SCALE: 1"= 100'

CONVENTIONAL SIGNS

PROPOSED MEDIAN BARRIER

ELECTRICAL HAND BOX - SIGNALS

FLOW LINE

STATE, COUNTY OR CITY LINES

PROPOSED TRAFFIC BARRIER

EXISTING TRAFFIC BARRIER

PROPOSED FENCE LINE

EXISTING FENCE LINE

RIGHT OF WAY LINE

EXISTING ROADWAY

RAILROAD

BASE LINE OR SURVEY LINE

FIRE HYDRANT

HISTORIC BOUNDARY

WATERS OF THE U.S.

PROPOSED PIPE / CULVERT

EXISTING PIPE / CULVERT

EXISTING DROP INLET

UTILITY POLE

WETLAND

WETLAND BUFFER

WATERS OF THE U.S.

HEDGE / TREE LINE

BUSH / TREE

CONIFEROUS TREE

GROUND ELEVATION

GRADE ELEVATION

PROFESSIONAL CERTIFICATION:

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland, License No. 39917, Expiration Date: 11/8/2027.

Seth Dablington  
NAME

SEAL OF THE STATE OF MARYLAND  
PROFESSIONAL ENGINEER  
SETH DABLINGTON  
LICENSE NO. 39917  
EXPIRATION DATE 11/8/2027

DEPARTMENT OF PUBLIC WORKS  
CITY OF  
ROCKVILLE

111 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGN PLAN APPROVAL

FWK# XXXXX-XXXXX

SCP# XXXXX-XXXXX

DMP# XXXXX-XXXXX

REVIEWED BY

XX

AS BUILT PLAN APPROVAL

CHEF, CONSTRUCTION MANAGEMENT

APPROVAL DATE

TITLE SHEET

Election District No. (4 or 9) City of Rockville, Maryland

POTOMAC VALLEY ROAD  
SIDEWALK EXTENSION

SCALE

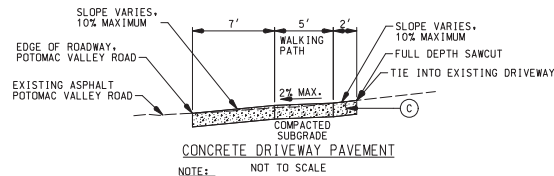
NOT TO SCALE

SHEET NO. 1 OF 16

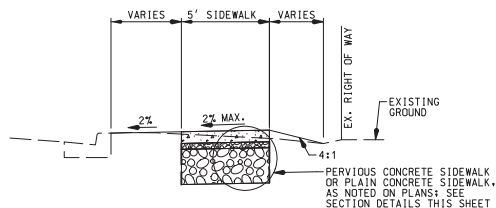
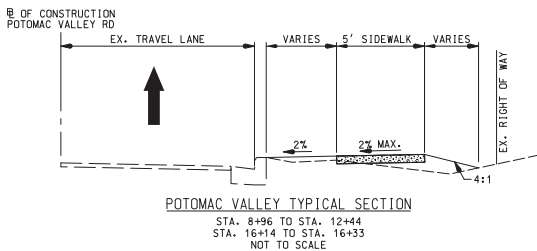
FILE #

173

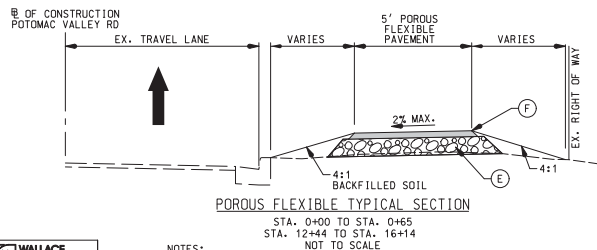
102 of 117



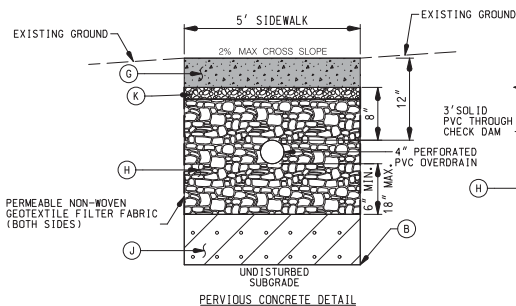
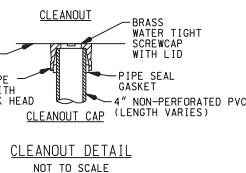
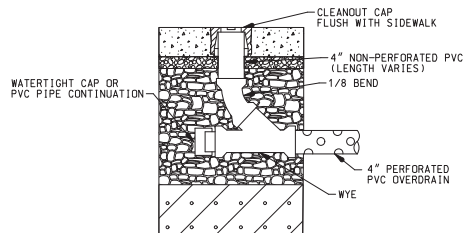
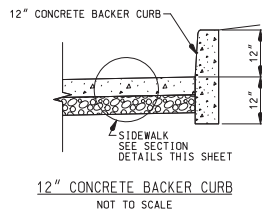
- NOTE: 1. SEE DETAIL C OR G - DRIVEWAY APRON WITH BUFFER CITY OF ROCKVILLE STANDARD NO. CM-1-1 OR SF-1-1, ON SHEET 4



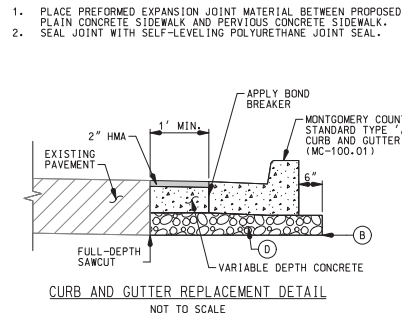
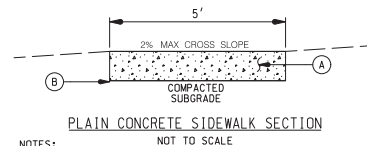
TYPICAL SECTION - PERVIOUS SIDEWALK  
NOT TO SCALE  
STA. 0+65 TO STA. 2+84



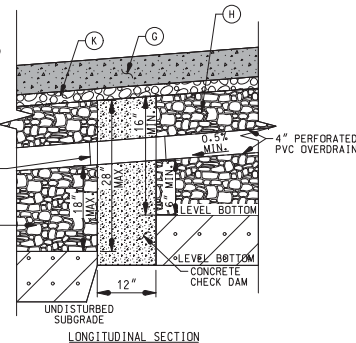
- NOTES: 1. THE DESIGN INTENT IS TO LIMIT DISTURBANCE TO TREE ROOTS, BY PLACING FILL OVER THE EXISTING GROUND.  
2. CONTRACTOR SHALL GRUB AND REMOVE GRASS, AND PLACE FILL ON EXISTING GROUND. NO EXCAVATION IN THESE AREAS.  
3. POROUS FLEXIBLE PAVEMENT SHALL BE FLEXI-PAVE OR APPROVED EQUAL, AND INSTALLED PER MANUFACTURER RECOMMENDATIONS.



- NOTES: 1. PLACE PREFORMED EXPANSION JOINT MATERIAL BETWEEN PROPOSED PLAIN CONCRETE SIDEWALK AND PERVIOUS CONCRETE SIDEWALK.  
2. SEAL JOINT WITH SELF-LEVELING POLYURETHANE JOINT SEAL.  
3. INSTALL CHECK DAMS AT 50-100 FT INTERVALS OR AS DETERMINED BY THE CONTRACTOR BASED ON SITE CONDITIONS.



- CURB AND GUTTER REPLACEMENT NOTES: 1. 2 inch HMA AND VARIABLE DEPTH CONCRETE FOR SLOT BACKFILL SHALL BE INCIDENTAL TO CURB AND GUTTER REPLACEMENT



#### DETAIL LEGEND

- (A) 4" CONCRETE SIDEWALK  
(B) LIMITS OF EXCAVATION  
(C) 9" PLAIN CONCRETE  
(D) 6" BASE COURSE USING GRADED AGGREGATE (COST INCIDENTAL TO PRICE FOR CURB & GUTTER)  
(E) 4-6" RECYCLED 57 STONE  
(F) 2" PERVIOUS FLEXIBLE PAVEMENT  
(G) 4" PERVIOUS CONCRETE  
(H) 16" MIN. NO. 2 STONE  
(I) VARIABLE DEPTH HMA SUPERPAVE, 19.0MM FOR BASE, PG 64-22, LEVEL 2 (FOR SLOT BACKFILL, INCIDENTAL TO CURB AND GUTTER)  
(J) 6" ASTM C-33 FINE AGGREGATE CONCRETE SAND  
(K) 2" NO. 57 STONE

#### PERVIOUS SIDEWALK NOTES:

1. CONTRACTOR SHALL INSTALL PERVIOUS CONCRETE SIDEWALK PER SPECIFICATIONS.  
2. CONCRETE JOINTS TO BE INSTALLED EVERY 8' MINIMUM.  
3. 6" MIN. OF STONE IS REQUIRED BELOW OVERDRAIN PIPE. 12" MINIMUM COVER FROM TOP OF SIDEWALK TO TOP OF OVERDRAIN PIPE. 6" MINIMUM BETWEEN BOTTOM OF SIDEWALK CONCRETE AND TOP OF OVERDRAIN PIPE.  
4. SUBGRADE BOTTOM MUST BE LEVEL. INSTALL STEPS AS NEEDED TO MAINTAIN MINIMUM 16 INCHES MINIMUM DEPTH OF AGGREGATE. CHECK DAM (PORTLAND CEMENT CONCRETE MIX NO. 3) AND STEPS SHALL BE INSTALLED AT 28 INCHES MAXIMUM DEPTH OF AGGREGATE. SEE LONGITUDINAL SECTION.  
5. CONSTRUCTION SPECIFICATIONS SHALL MEET MDE STORMWATER DESIGN MANUAL APPENDIX B-4. PERMEABLE PAVEMENT SPECIFICATIONS FROM MONTGOMERY COUNTY DPS.  
6. CONTRACTOR SHALL INSTALL 4" CLEANOUTS FOR OVERDRAIN, WITH FLUSH CAP SET IN SIDEWALK CONCRETE. CLEANOUTS SHALL BE PLACED AT THE UPSTREAM END OF THE OVERDRAIN, AT BENDS GREATER THAN 45°, AND AT A MAXIMUM OF 200 FEET SPACING BETWEEN.



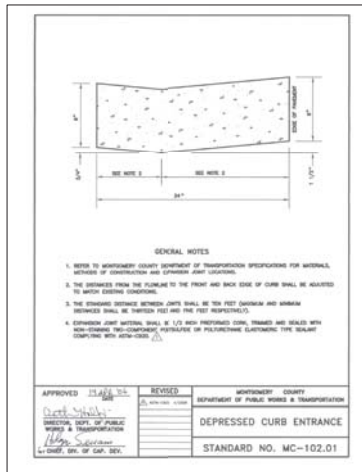
NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE

#### APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL

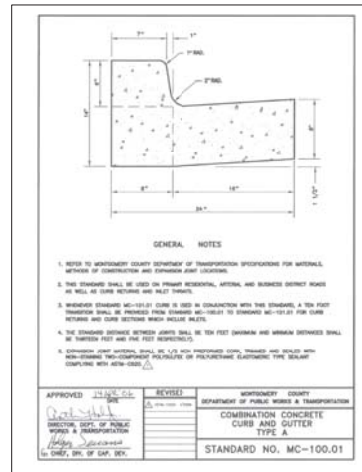
DATE SUBMITTED: JANUARY 2025	SCALE NOT TO SCALE	SHEET NO. 2 OF 16	FILE #
IFB XX-XX			

DESIGN PLAN APPROVAL	AS BUILT PLAN APPROVAL
PW# XXXX-XXXX SCP# XXXX-XXXX REVIEWED BY XX	PW# XXXX-XXXX SCP# XXXX-XXXX REVIEWED BY XX
DIRECTOR OF PUBLIC WORKS	CHEF, CONSTRUCTION MANAGEMENT
APPROVAL DATE	APPROVAL DATE

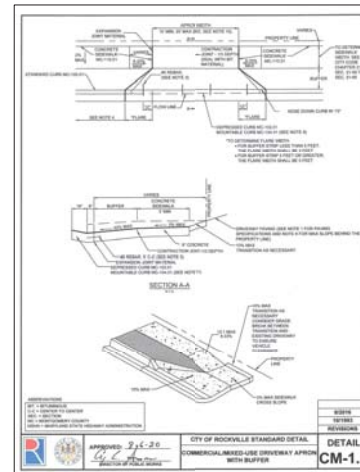
TYPICAL SECTIONS & DETAILS	POTOMAC VALLEY ROAD SIDEWALK EXTENSION	Election District No. (4 or 9)	City of Rockville, Maryland



DETAIL A - DEPRESSED CURB ENTRANCE  
MONTGOMERY COUNTY STANDARD NO. MC-102.01



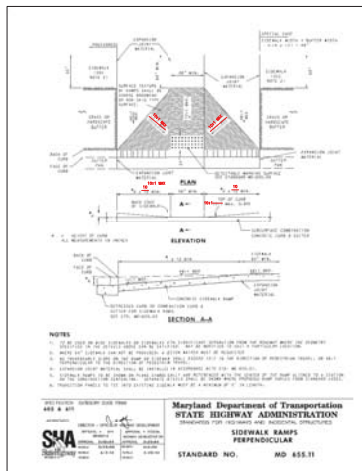
DETAIL B - TYPE 'A' COMBINATION  
CONCRETE CURB & GUTTER  
MONTGOMERY COUNTY STANDARD NO. MC-100.01



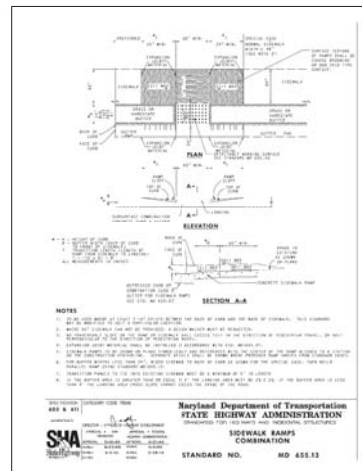
DETAIL C - COMMERCIAL/ MIXED-USE  
DRIVEWAY APRON WITH BUFFER  
CITY OF ROCKVILLE STANDARD NO. CM-1.1



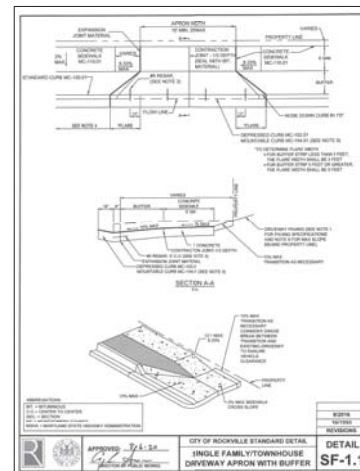
DETAIL D - COMMERCIAL/ MIXED-USE  
DRIVEWAY APRON WITH BUFFER  
CITY OF ROCKVILLE STANDARD NO. CM-1.2



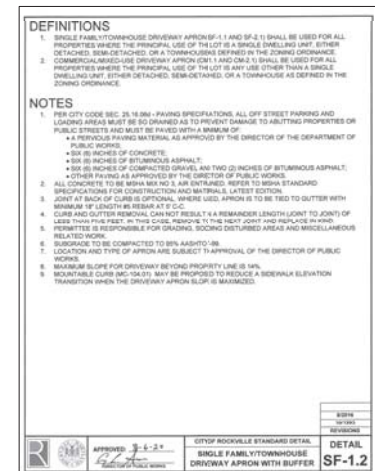
DETAIL E - SIDEWALK RAMPS PERPENDICULAR  
STANDARD NO. MD 655.11



DETAIL F - SIDEWALK RAMPS COMBINATION  
STANDARD NO. MD 655.13



DETAIL G - SINGLE FAMILY/TOWNHOUSE  
DRIVEWAY APRON WITH BUFFER  
CITY OF ROCKVILLE STANDARD NO. SF-1.1



DETAIL H - SINGLE FAMILY/TOWNHOUSE  
DRIVEWAY APRON WITH BUFFER  
CITY OF ROCKVILLE STANDARD NO. SF-1.2

- NOTE:
1. WHEN SIDE FLARE IS NOT PART OF THE WALKING PATH, THE SLOPE MAY BE GREATER THAN 12:1
  2. SIDE FLARES FOR THIS PROJECT HAVE BEEN DESIGNED TO BE 2' WIDE AT THE CURB.
  3. SIDE FLARES PER PROWAG HAVE BEEN UPDATED TO 10:1 MAX.



DEPARTMENT OF PUBLIC WORKS  
CITY OF  
**ROCKVILLE**  
111 MARYLAND AVE. ROCKVILLE, MARYLAND

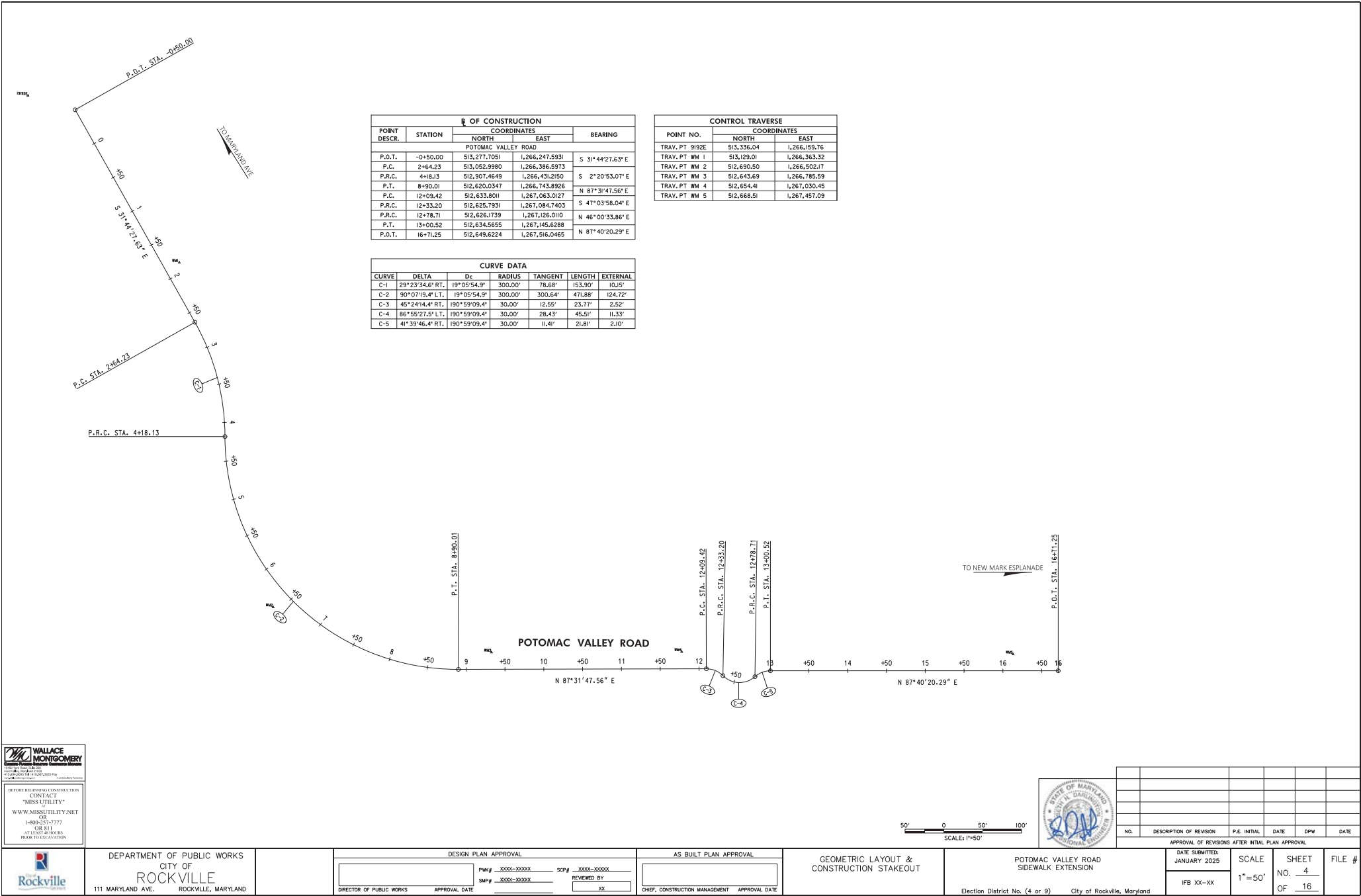
DESIGN PLAN APPROVAL  
PWA# XXXX-XXXX SCP# XXXX-XXXX  
SMP# XXXX-XXXX REVIEWED BY XX  
DIRECTOR OF PUBLIC WORKS APPROVAL DATE

AS BUILT PLAN APPROVAL  
CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE

STANDARD  
DETAILS PLAN


POTOMAC VALLEY ROAD  
SIDEWALK EXTENSION  
Election District No. (4 or 9) City of Rockville, Maryland

APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL  
DATE SUBMITTED: JANUARY 2025  
SCALE: NOT TO SCALE  
SHEET NO. 3 OF 16  
FILE #



**WALLACE MONTGOMERY**  
11111 Rockville Pike, Suite 200  
Rockville, MD 20850  
Tel: 301-581-1111  
Fax: 301-581-1112  
www.wallacemontgomery.com

BEFORE BEGINNING CONSTRUCTION  
CONTACT  
"MISS UTILITY"  
WWW.MISSUTILITY.NET  
OR  
1-800-251-7777  
FOR 24 HOURS  
PRIOR TO CONSTRUCTION

 DEPARTMENT OF PUBLIC WORKS CITY OF <b>ROCKVILLE</b> 111 MARYLAND AVE. ROCKVILLE, MARYLAND	<b>DESIGN PLAN APPROVAL</b> <div><div></div><div>DIRECTOR OF PUBLIC WORKS</div></div> <div><div></div><div>APPROVAL DATE</div></div>		<b>AS BUILT PLAN APPROVAL</b> <div><div></div><div>CHEF, CONSTRUCTION MANAGEMENT</div></div> <div><div></div><div>APPROVAL DATE</div></div>		<b>GEOMETRIC LAYOUT &amp; CONSTRUCTION STAKEOUT</b>	<b>POTOMAC VALLEY ROAD SIDEWALK EXTENSION</b> Election District No. (4 or 9) City of Rockville, Maryland	<b>APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL</b>		<b>SCALE</b> 1"=50'	<b>SHEET</b> NO. 4 OF 16	<b>FILE #</b>
	DATE SUBMITTED: JANUARY 2025		DATE								



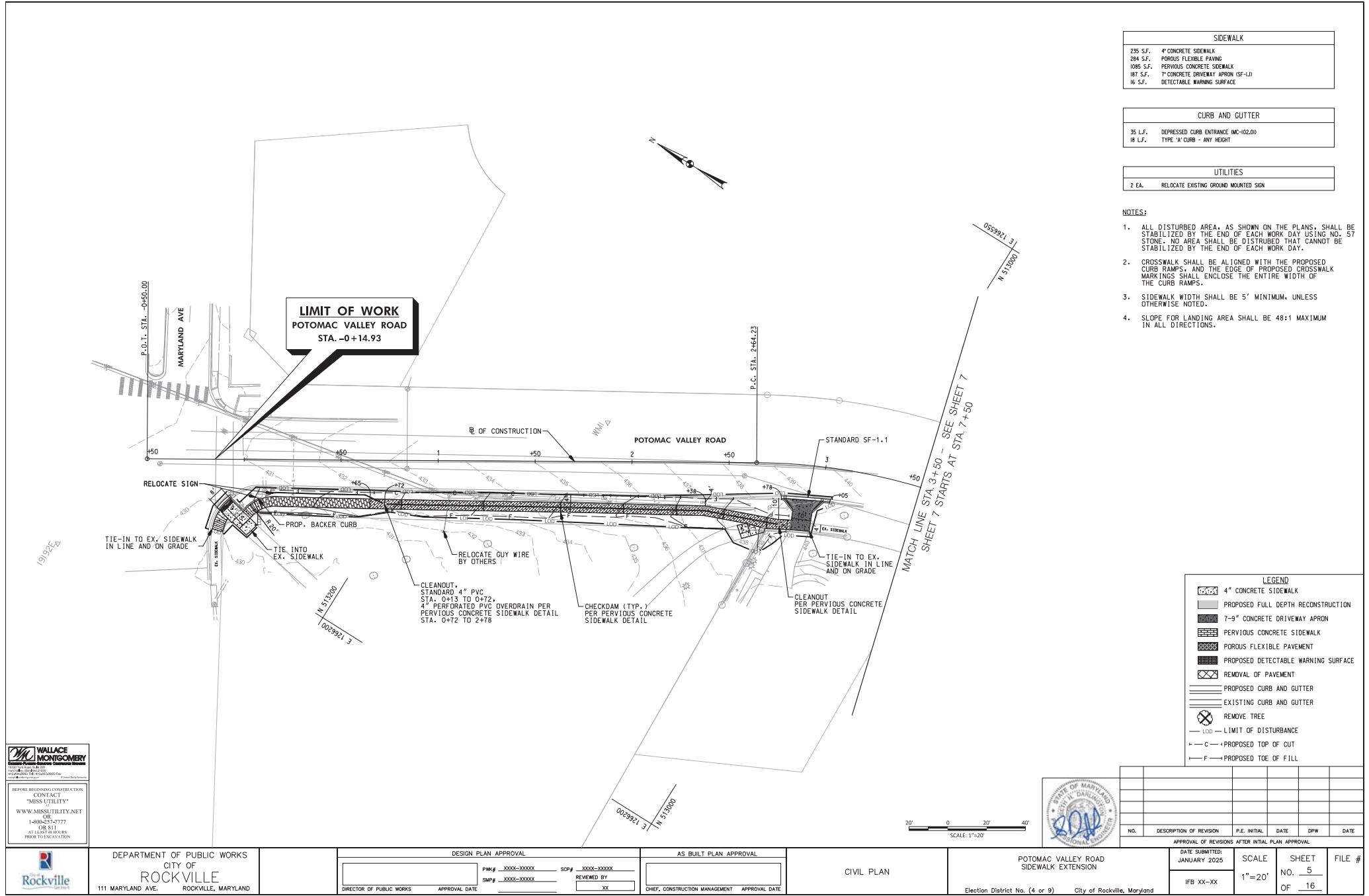
SIDEWALK	
235 S.F.	4" CONCRETE SIDEWALK
284 S.F.	POROUS FLEXIBLE PAVING
1085 S.F.	PERVIOUS CONCRETE SIDEWALK
187 S.F.	7" CONCRETE DRIVEWAY APRON (SF-LI)
16 S.F.	DETECTABLE WARNING SURFACE

CURB AND GUTTER	
35 L.F.	DEPRESSED CURB ENTRANCE MC-102.01
18 L.F.	TYPE 'A' CURB - ANY HEIGHT

UTILITIES	
2 EA.	RELOCATE EXISTING GROUND MOUNTED SIGN

- NOTES:
- ALL DISTURBED AREA, AS SHOWN ON THE PLANS, SHALL BE STABILIZED BY THE END OF EACH WORK DAY USING NO. 57 STONE. NO AREA SHALL BE DISTURBED THAT CANNOT BE STABILIZED BY THE END OF EACH WORK DAY.
  - CROSSWALK SHALL BE ALIGNED WITH THE PROPOSED CURB RAMP, AND THE EDGE OF PROPOSED CROSSWALK MARKINGS SHALL ENCLOSE THE ENTIRE WIDTH OF THE CURB RAMP.
  - SIDEWALK WIDTH SHALL BE 5' MINIMUM, UNLESS OTHERWISE NOTED.
  - SLOPE FOR LANDING AREA SHALL BE 48:1 MAXIMUM IN ALL DIRECTIONS.

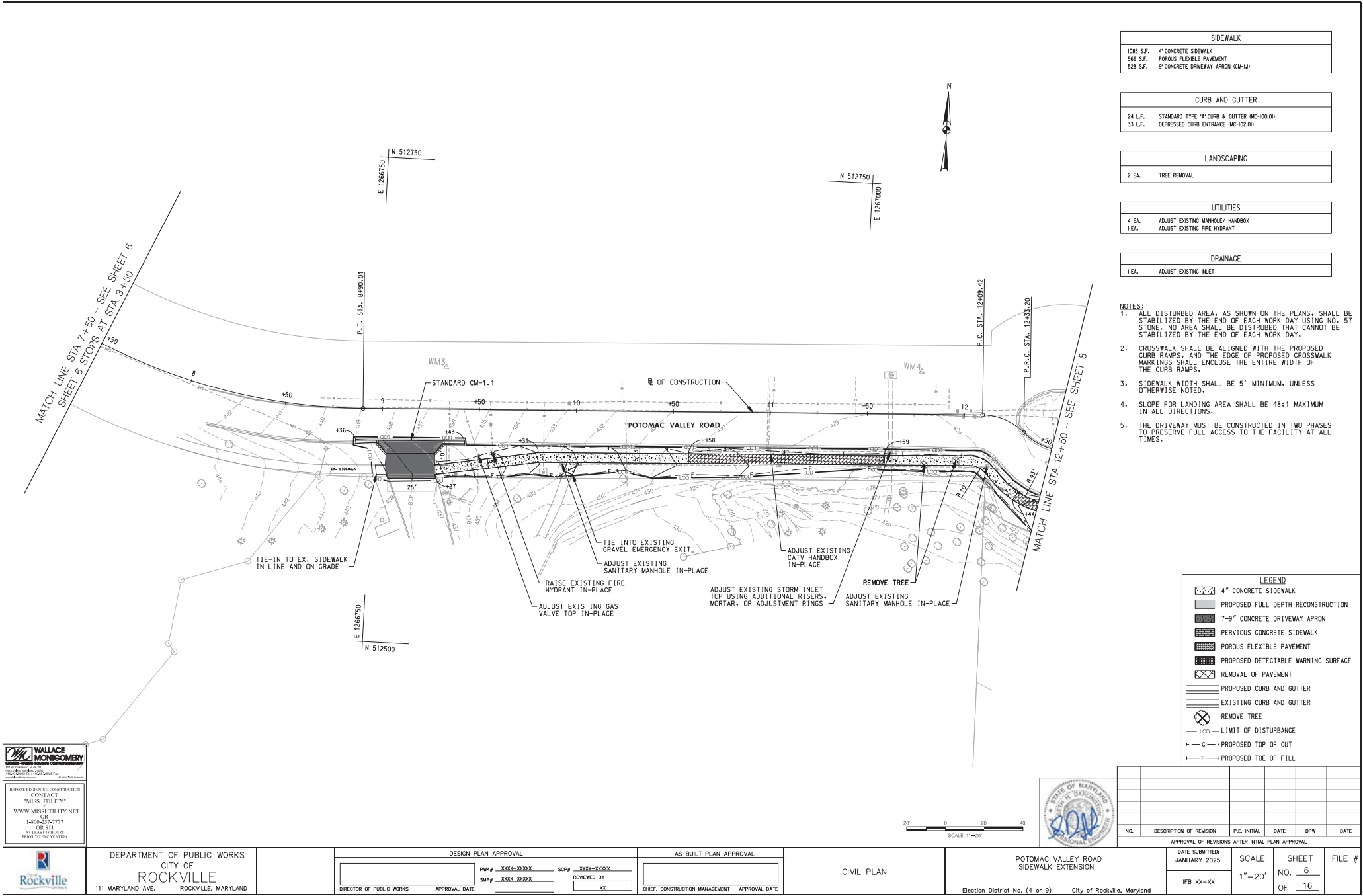
LEGEND	
	4" CONCRETE SIDEWALK
	PROPOSED FULL DEPTH RECONSTRUCTION
	7-9" CONCRETE DRIVEWAY APRON
	PERVIOUS CONCRETE SIDEWALK
	POROUS FLEXIBLE PAVEMENT
	PROPOSED DETECTABLE WARNING SURFACE
	REMOVAL OF PAVEMENT
	PROPOSED CURB AND GUTTER
	EXISTING CURB AND GUTTER
	REMOVE TREE
	LOD - LIMIT OF DISTURBANCE
	C - PROPOSED TOP OF CUT
	F - PROPOSED TOE OF FILL



**WALLACE MONTGOMERY**  
 CIVIL ENGINEERING  
 1111 Rockville Pike, Suite 200  
 Rockville, MD 20850  
 (301) 251-7777  
 www.wallacemontgomery.com

BEFORE BEGINNING CONSTRUCTION  
 CONTACT  
 "MISS UTILITY"  
 WWW.MISSUTILITY.NET  
 OR  
 1-800-251-7777  
 FOR 24 HOURS  
 AT LEAST 48 HOURS  
 PRIOR TO CONSTRUCTION

 DEPARTMENT OF PUBLIC WORKS CITY OF <b>ROCKVILLE</b> 111 MARYLAND AVE. ROCKVILLE, MARYLAND	DESIGN PLAN APPROVAL _____ DIRECTOR OF PUBLIC WORKS APPROVAL DATE _____	AS BUILT PLAN APPROVAL _____ CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE _____	CIVIL PLAN POTOMAC VALLEY ROAD SIDEWALK EXTENSION Election District No. (4 or 9) City of Rockville, Maryland	DATE SUBMITTED: JANUARY 2025 IFB XX-XX	SCALE 1"=20' OF 16	SHEET NO. 5 OF 16	FILE #																										
	PM# XXXX-XXXXX SCP# XXXX-XXXXX REVIEWED BY _____ XX	APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION OF REVISION</th> <th>P.E. INITIAL</th> <th>DATE</th> <th>DPW</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE																								
NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE																												



SIDEWALK	
1085 S.F.	4" CONCRETE SIDEWALK
569 S.F.	POROUS FLEXIBLE PAVEMENT
528 S.F.	9" CONCRETE DRIVEWAY APRON (CM-1.1)

CURB AND GUTTER	
24 L.F.	STANDARD TYPE "A" CURB & GUTTER (MC-100.01)
33 L.F.	DEPRESSED CURB ENTRANCE (MC-102.01)

LANDSCAPING	
2 EA.	TREE REMOVAL

UTILITIES	
4 EA.	ADJUST EXISTING MANHOLE/ HANDBOX
1 EA.	ADJUST EXISTING FIRE HYDRANT

DRAINAGE	
1 EA.	ADJUST EXISTING INLET

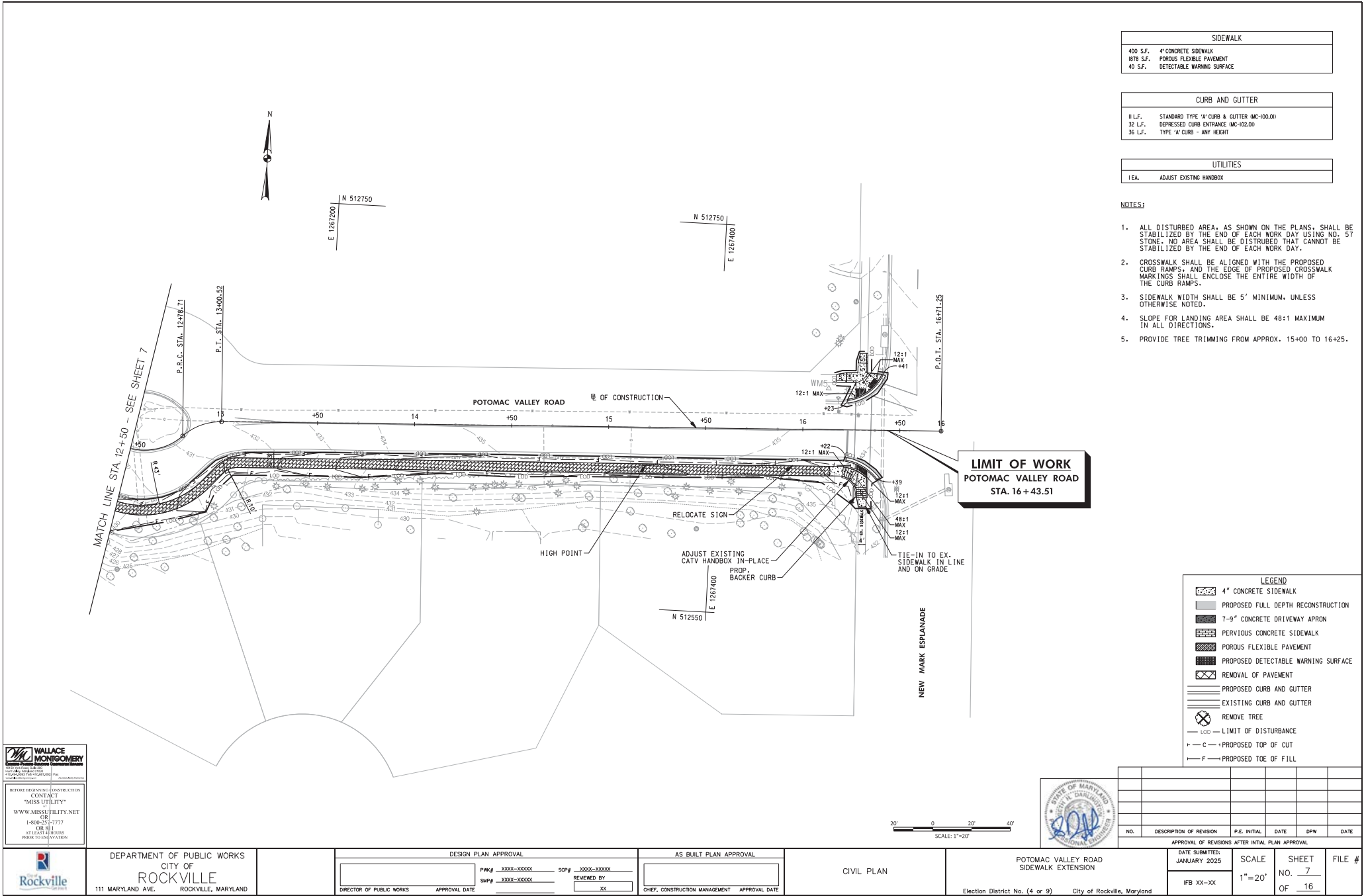
- NOTES:
1. ALL DISTURBED AREA, AS SHOWN ON THE PLANS, SHALL BE STABILIZED BY THE END OF EACH WORK DAY USING NO. 57 STONE. NO AREA SHALL BE DISTURBED THAT CANNOT BE STABILIZED BY THE END OF EACH WORK DAY.
  2. CROSSWALK SHALL BE ALIGNED WITH THE PROPOSED CURB RAMP, AND THE EDGE OF PROPOSED CROSSWALK MARKINGS SHALL ENCLOSE THE ENTIRE WIDTH OF THE CURB RAMP.
  3. SIDEWALK WIDTH SHALL BE 5' MINIMUM, UNLESS OTHERWISE NOTED.
  4. SLOPE FOR LANDING AREA SHALL BE 48:1 MAXIMUM IN ALL DIRECTIONS.
  5. THE DRIVEWAY MUST BE CONSTRUCTED IN TWO PHASES TO PRESERVE FULL ACCESS TO THE FACILITY AT ALL TIMES.

LEGEND	
	4" CONCRETE SIDEWALK
	PROPOSED FULL DEPTH RECONSTRUCTION
	7-9" CONCRETE DRIVEWAY APRON
	POROUS FLEXIBLE PAVEMENT
	PROPOSED DETECTABLE WARNING SURFACE
	REMOVAL OF PAVEMENT
	PROPOSED CURB AND GUTTER
	EXISTING CURB AND GUTTER
	REMOVE TREE
	LOD - LIMIT OF DISTURBANCE
	C - PROPOSED TOP OF CUT
	F - PROPOSED TOE OF FILL

**WALLACE MONTGOMERY**  
CONSULTANTS  
1111 W. WISCONSIN AVE.  
SUITE 200  
ROCKVILLE, MD 20854  
TEL: 301-581-1000  
WWW.WALLACEMONTGOMERY.COM

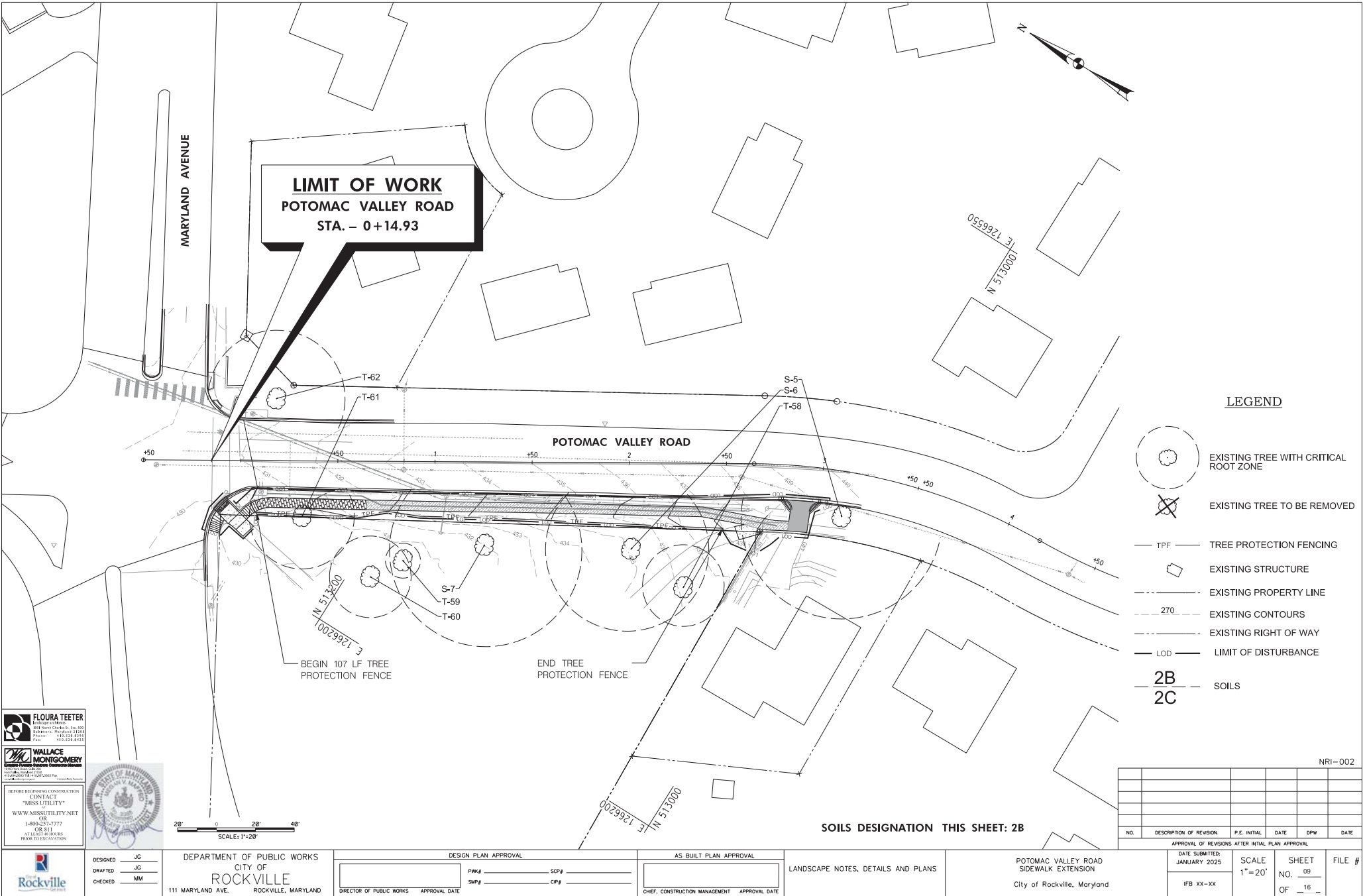
BEFORE BEGINNING CONSTRUCTION  
CONTACT  
"MISS UTILITY"  
WWW.MISSUTILITY.NET  
OR  
1-800-257-7777  
FOR FULL  
AT LEAST 48 HOURS  
PRIOR TO USE ANY CUT

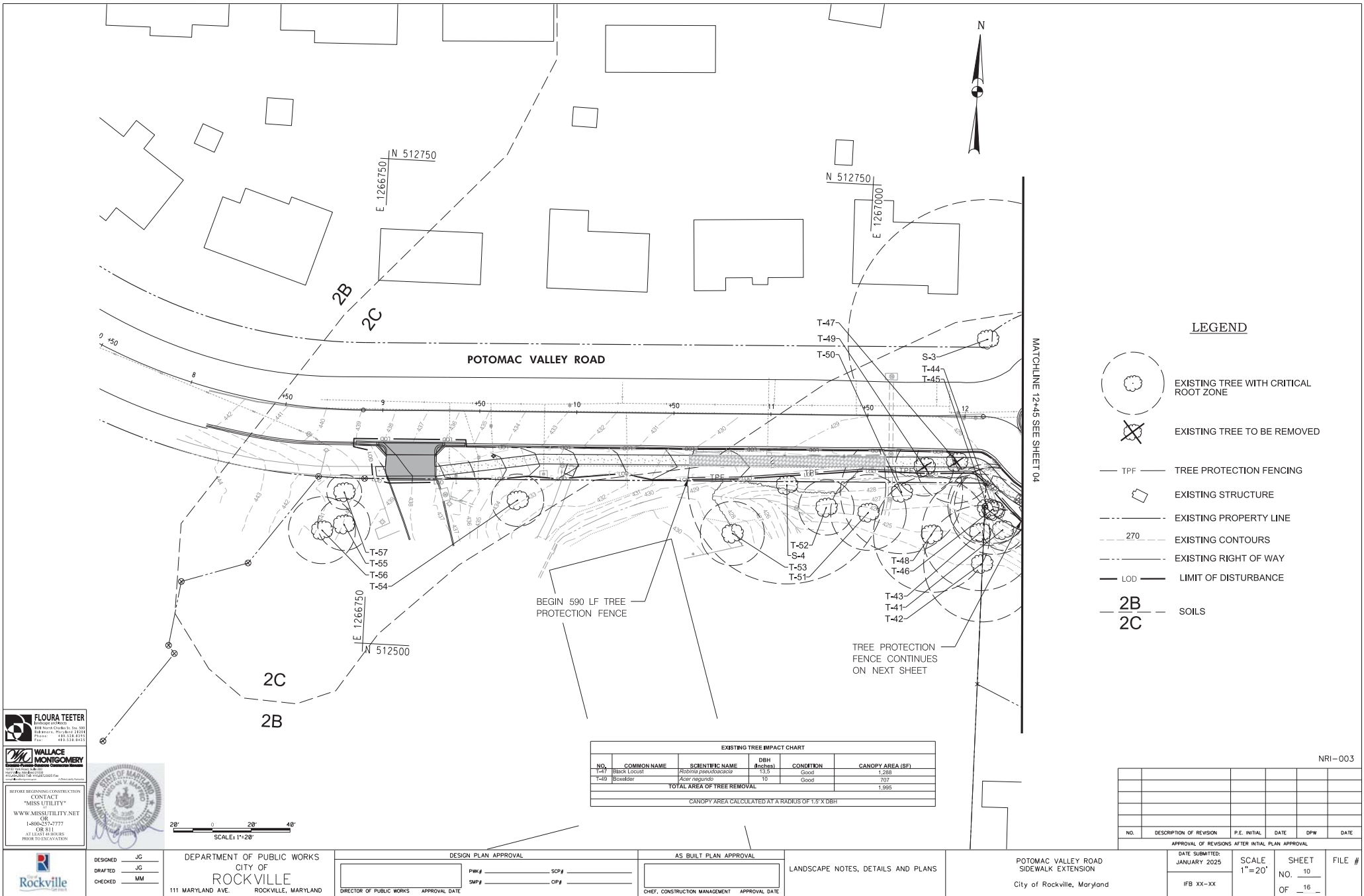
<p>DEPARTMENT OF PUBLIC WORKS CITY OF <b>ROCKVILLE</b> 111 MARYLAND AVE. ROCKVILLE, MARYLAND</p>	DESIGN PLAN APPROVAL	AS BUILT PLAN APPROVAL	CIVIL PLAN	POTOMAC VALLEY ROAD SIDEWALK EXTENSION  Election District No. (4 or 9) City of Rockville, Maryland	APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL		SCALE 1"=20'	SHEET NO. 6 OF 16	FILE #
	<div><div></div><div>FW# XXXX-XXXXX</div><div>SCP# XXXX-XXXXX</div><div>REVIEWED BY</div><div>XX</div></div> <div>DIRECTOR OF PUBLIC WORKS APPROVAL DATE</div>	<div><div></div><div>FW# XXXX-XXXXX</div><div>SCP# XXXX-XXXXX</div><div>REVIEWED BY</div><div>XX</div></div> <div>CHEF, CONSTRUCTION MANAGEMENT APPROVAL DATE</div>			DATE SUBMITTED JANUARY 2025	IFB XX-XX			











**FLOURA TEETER**  
Professional Engineer  
100 North Charles St., Ste. 200  
Baltimore, Maryland 21201  
Phone: 410-528-8455  
Fax: 410-528-8455

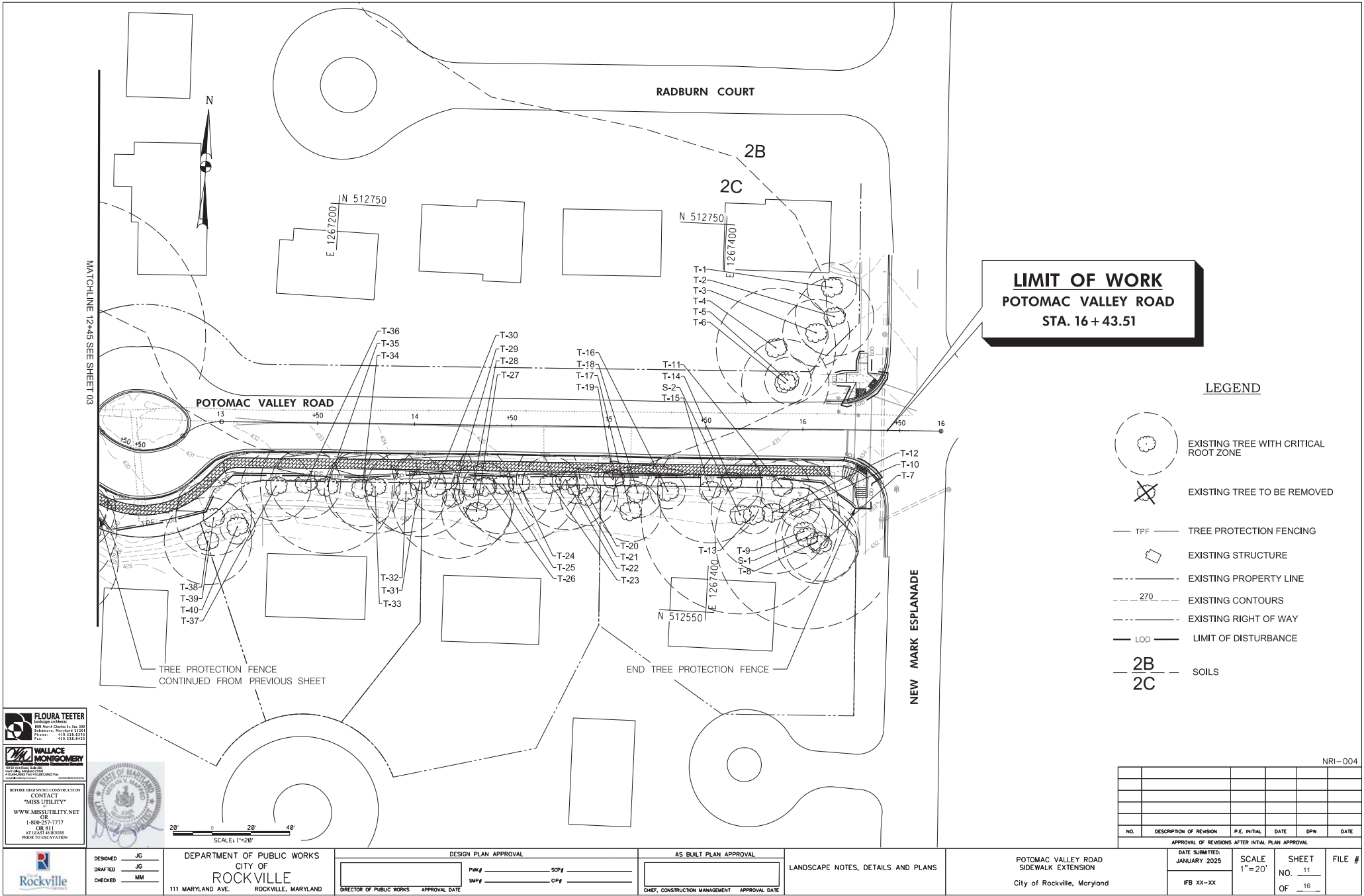
**WALLACE MONTGOMERY**  
Professional Engineer  
100 North Charles St., Ste. 200  
Baltimore, Maryland 21201  
Phone: 410-528-8455  
Fax: 410-528-8455

BEFORE BEGINNING CONSTRUCTION  
CONTACT  
"MISS UTILITY"  
WWW.MISSUTILITY.NET  
OR  
1-800-251-7777  
FOR ALL  
AT LEAST 48 HOURS  
PRIOR TO CONSTRUCTION



SCALE: 1"=20'

	DESIGNED: JG	DEPARTMENT OF PUBLIC WORKS		DESIGN PLAN APPROVAL		AS BUILT PLAN APPROVAL		LANDSCAPE NOTES, DETAILS AND PLANS	POTOMAC VALLEY ROAD SIDEWALK EXTENSION City of Rockville, Maryland	DATE SUBMITTED: JANUARY 2025	SCALE 1"=20'	SHEET NO. 10 OF 16	FILE #
	DRAFTED: JG	CITY OF ROCKVILLE		PWW# _____ SCP# _____		_____							
	CHECKED: MM	111 MARYLAND AVE. ROCKVILLE, MARYLAND		SMF# _____ CIP# _____		_____							
		DIRECTOR OF PUBLIC WORKS		APPROVAL DATE		CHIEF, CONSTRUCTION MANAGEMENT		APPROVAL DATE					



**FLOURA TEETER**  
Principal Engineer  
200 North Charles St., Ste. 200  
Baltimore, Maryland 21201  
Phone: 410-528-8411  
Fax: 410-528-8415

**WALLACE MONTGOMERY**  
1010 North Rockville Road  
Rockville, Maryland 20850  
Phone: 301-983-8800  
Fax: 301-983-8801  
www.wallacemontgomery.com

BEFORE BEGINNING CONSTRUCTION  
CONTACT  
"MISS UTILITY"  
WWW.MISSUTILITY.NET  
OR  
1-800-251-7777  
OR 311  
AT LEAST 48 HOURS  
PRIOR TO EXCAVATION



SCALE: 1"=20'

**Rockville**  
City of Rockville

DESIGNED: JG  
DRAFTED: JG  
CHECKED: MM  
DEPARTMENT OF PUBLIC WORKS  
CITY OF  
ROCKVILLE  
111 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGN PLAN APPROVAL  
\_\_\_\_\_  
PMP# \_\_\_\_\_ SCP# \_\_\_\_\_  
SMF# \_\_\_\_\_ CP# \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS APPROVAL DATE

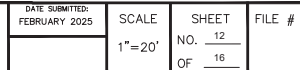
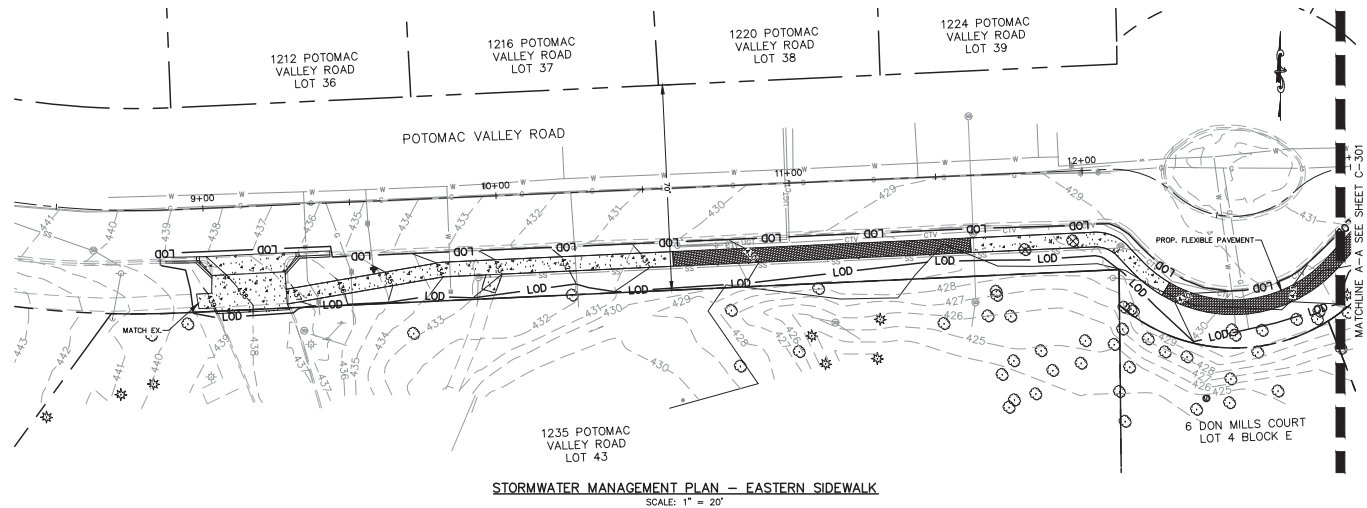
AS BUILT PLAN APPROVAL  
\_\_\_\_\_  
\_\_\_\_\_  
CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE

LANDSCAPE NOTES, DETAILS AND PLANS

POTOMAC VALLEY ROAD  
SIDEWALK EXTENSION  
City of Rockville, Maryland

APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL  
DATE SUBMITTED: JANUARY 2025  
SCALE: 1"=20'  
SHEET NO. 11  
OF 16  
FILE #

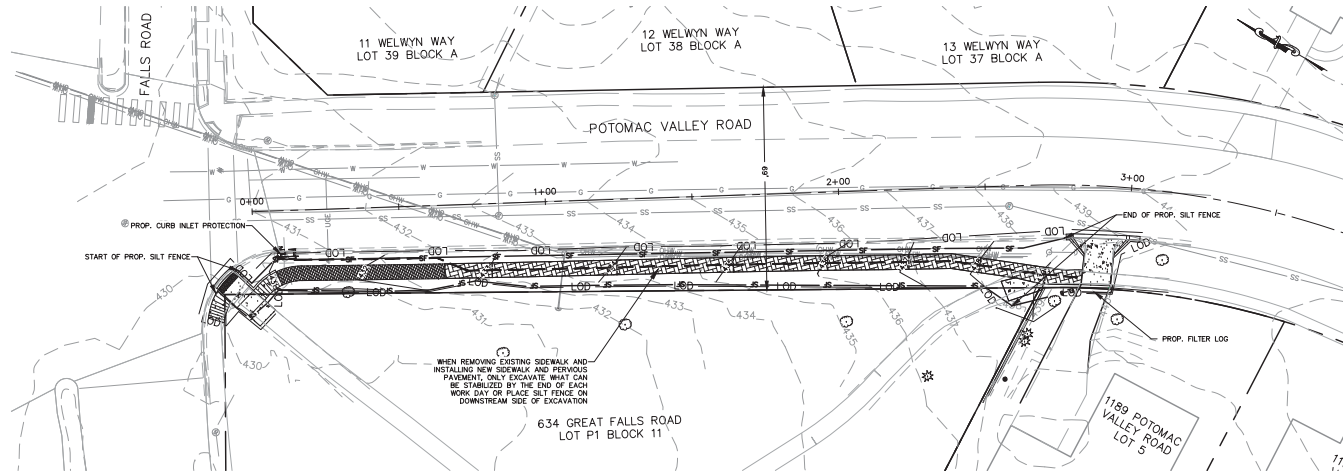
NRI-004					
NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE



A circular professional engineer seal for the State of Maryland. The outer ring contains the text "STATE OF MARYLAND" at the top and "PROFESSIONAL ENGINEER" at the bottom. Inside the ring, the name "JASON A. R." is printed above the number "80,376". There is a handwritten signature across the center of the seal.



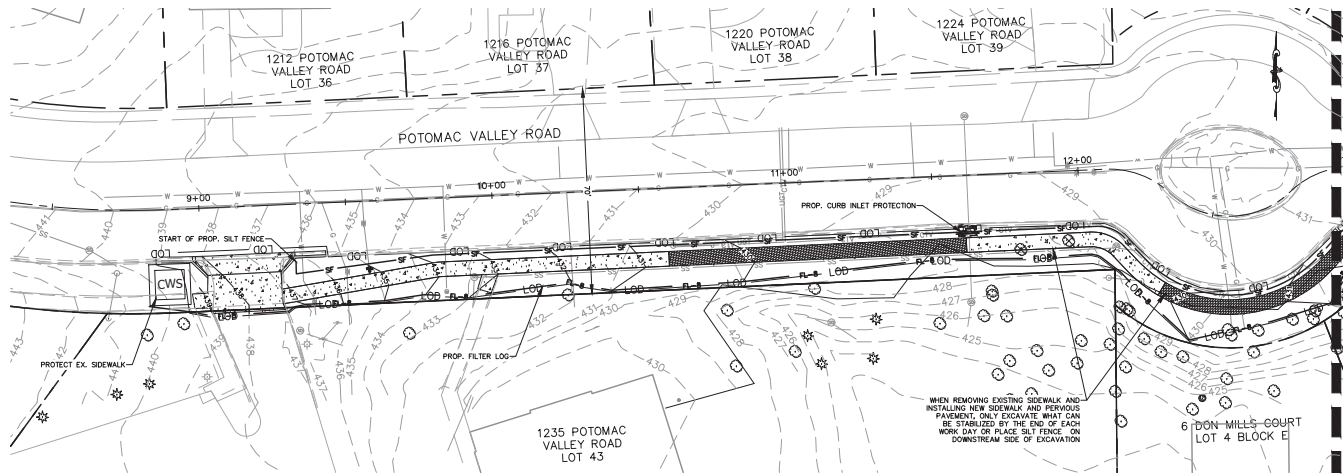
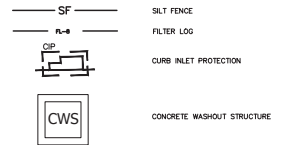
SOIL BOUNDARY NOTE:  
ALL SOIL WITHIN THE  
SHOWN AREA IS  
GLENELG SILT LOAM  
(HSG "B")



EROSION AND SEDIMENT CONTROL PLAN

SCALE: 1" = 20'

LEGEND



EROSION AND SEDIMENT CONTROL PLAN

SCALE: 1" = 20'

THIS PLAN IS FOR EROSION  
AND SEDIMENT CONTROL ONLY



BEFORE BEGINNING CONSTRUCTION  
CONTACT  
"MISS UTILITY"  
WWW.MISSUTILITY.NET  
OR  
1-800-251-7777  
OR 811  
AT LEAST 48 HOURS  
PRIOR TO EXCAVATION



DEPARTMENT OF PUBLIC WORKS  
CITY OF  
ROCKVILLE  
111 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGNED: SL  
DRAFTED: MS  
CHECKED: JA

DESIGN PLAN APPROVAL  
P.W.# \_\_\_\_\_ S.O.P.# \_\_\_\_\_  
S.M.P.# \_\_\_\_\_ REVIEWED BY: \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS APPROVAL DATE: \_\_\_\_\_

AS BUILT PLAN APPROVAL  
P.W.# \_\_\_\_\_ S.O.P.# \_\_\_\_\_  
S.M.P.# \_\_\_\_\_ REVIEWED BY: \_\_\_\_\_  
CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE: \_\_\_\_\_

EROSION & SEDIMENT  
CONTROL PLAN

PROFESSIONAL CERTIFICATION:  
I hereby certify that these documents  
were prepared or approved by me, and  
that I am a duly licensed Professional  
Engineer under the laws of the State  
of Maryland, License No. 30188  
Expiration Date: 1/27/2027  
JASON AZAR  
NAME



NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	OPW	DATE

APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL

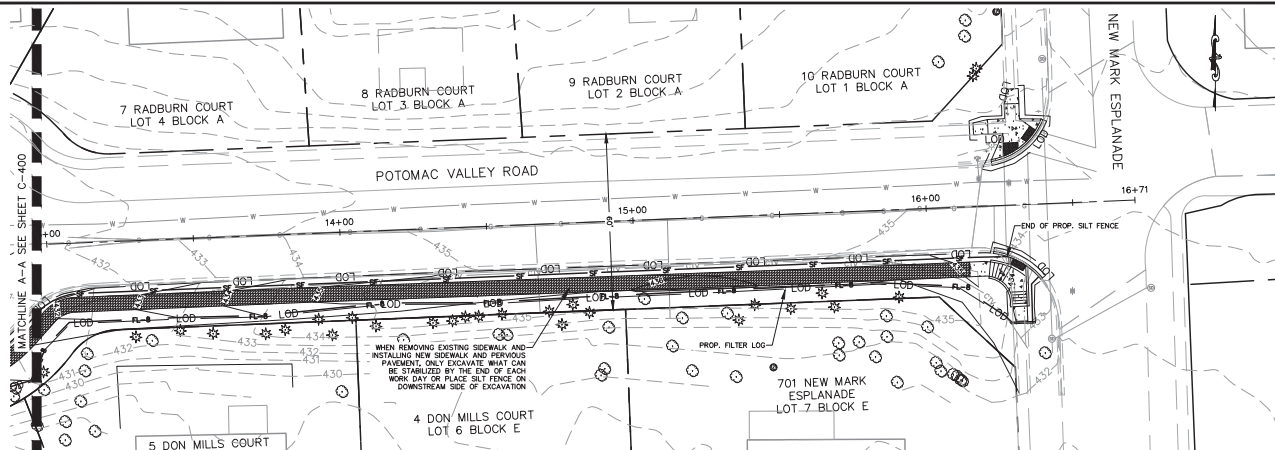
DATE SUBMITTED: FEBRUARY 2025

SCALE: 1"=20'  
SHEET NO. 14 OF 16  
FILE #

POTOMAC VALLEY ROAD  
SIDEWALK EXTENSION  
Election District No. 4 City of Rockville, Maryland

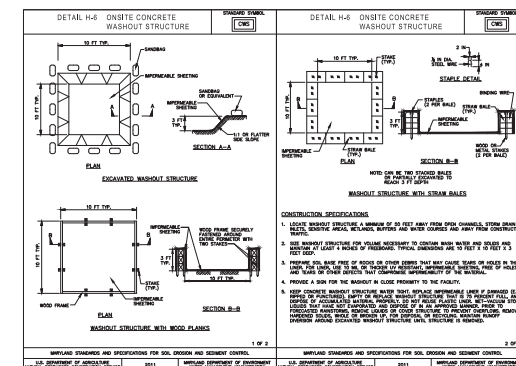
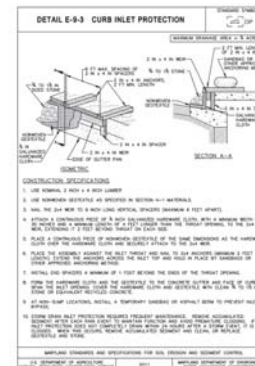
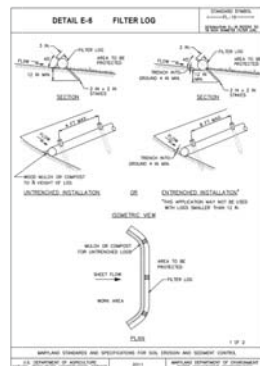
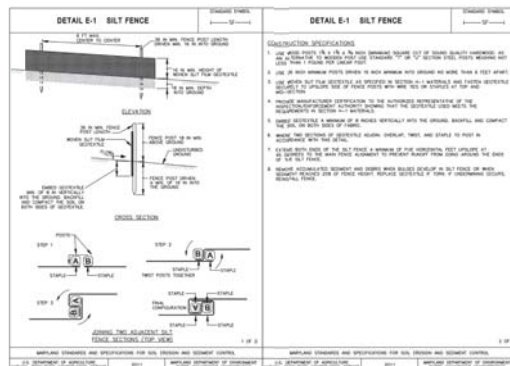


SOIL BOUNDARY NOTE:  
ALL SOIL WITHIN THE  
SHOWN AREA IS  
GLENELG SILT LOAM  
(HSG "B")



EROSION AND SEDIMENT CONTROL PLAN  
SCALE: 1" = 20'

# LEGEND



THIS PLAN IS FOR EROSION  
AND SEDIMENT CONTROL ONLY

PROFESSIONAL CERTIFICATION:  
I hereby certify that these documents  
were prepared or approved by me, and  
that I am a duly licensed Professional  
Engineer under the laws of the State  
of Maryland, License No. 2008  
Expiration Date: 1/12/2022

JASON AZAR  
NAME



NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	CPW	DATE

APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL

DATE SUBMITTED: FEBRUARY 2025

SCALE: 1"=20'

SHEET NO. 15

OF 16



CLARK ENGINE & ARCHITECTS  
3000 Calver Rd., Suite 200  
Baltimore, MD 21204  
410-524-1200  
www.clark-engine.com  
A National Instruments Company

DEPARTMENT OF PUBLIC WORKS  
CITY OF ROCKVILLE  
111 MARYLAND AVE. ROCKVILLE, MARYLAND



DESIGNED: SL  
DRAFTED: MS  
CHECKED: JA

DESIGN PLAN APPROVAL  
P.W.# \_\_\_\_\_ S.O.P.# \_\_\_\_\_  
S.M.P.# \_\_\_\_\_ REVIEWED BY: \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS APPROVAL DATE: \_\_\_\_\_

AS BUILT PLAN APPROVAL  
P.W.# \_\_\_\_\_ S.O.P.# \_\_\_\_\_  
S.M.P.# \_\_\_\_\_ REVIEWED BY: \_\_\_\_\_  
CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE: \_\_\_\_\_

EROSION & SEDIMENT  
CONTROL PLAN

POTOMAC VALLEY ROAD  
SIDEWALK EXTENSION  
Election District No. 4 City of Rockville, Maryland

DATE SUBMITTED: FEBRUARY 2025

SCALE: 1"=20'

SHEET NO. 15  
OF 16

EROSION AND SEDIMENT CONTROL NOTES: (NOV 2016)

1. THE APPLICANT MUST OBTAIN INSPECTION AND APPROVAL BY THE CITY OF ROCKVILLE DEPARTMENT OF PUBLIC WORKS (DPW) AT THE FOLLOWING POINTS:
- A. AT THE REQUIRED PRECONSTRUCTION MEETINGS.
- B. FOLLOWING INSTALLATION OF SEDIMENT CONTROL MEASURES AND PRIOR TO ANY OTHER LAND DISTURBANCE ACTIVITY.
- C. DURING THE INITIAL CONTROL OF SEDIMENT BASIN OR STORMWATER MANAGEMENT STRUCTURE AT THE DISTURBED INSPECTION POINTS (SEE INSPECTION CHECKLIST ON PLAN). NOTIFICATION PRIOR TO COMMENCING CONSTRUCTION IS MANDATORY.
- D. PRIOR TO REMOVAL OR MODIFICATION OF ANY SEDIMENT CONTROL DEVICES.
- E. PRIOR TO FINAL ACCEPTANCE.
2. ALL EROSION CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS AND SPECIFICATIONS AND THE MOST CURRENT "MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL."
3. THE APPLICANT SHALL CONSTRUCT ALL EROSION AND SEDIMENT CONTROL MEASURES PER THE APPROVED PLAN AND CONSTRUCTION SEQUENCE. SHALL HAVE THEM INSPECTED AND APPROVED BY DPW PRIOR TO BEGINNING ANY OTHER LAND DISTURBANCES. SHALL ENSURE THAT ALL RUNOFF FROM DISTURBED AREAS IS DIRECTED TO THE SEDIMENT CONTROL DEVICES AND SHALL NOT REMOVE ANY EROSION OR SEDIMENT CONTROL MEASURES WITHOUT PRIOR PERMISSION FROM DPW.
4. ANY REQUEST FOR CHANGES TO THE APPROVED SEDIMENT CONTROL PLAN OR SEQUENCE OF CONSTRUCTION MUST BE SUBMITTED TO THE DPW SEDIMENT CONTROL INSPECTOR AND APPROVED BEFORE IMPLEMENTING CHANGES. MAJOR CHANGES WILL REQUIRE A PLAN REVISION.
5. THE APPLICANT SHALL PROTECT ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS TO PREVENT THE DEPOSITION OF MATERIALS ONTO TRAVELING PUBLIC THOROUGHFARES(S). ALL MATERIALS DEPOSITED ONTO PUBLIC THOROUGHFARES(S) SHALL BE REMOVED IMMEDIATELY.
6. THE APPLICANT SHALL INSPECT DAILY AND MAINTAIN CONTINUOUSLY IN EFFECTIVE OPERATING CONDITION ALL EROSION AND SEDIMENT CONTROL MEASURES UNTIL SUCH TIME AS THEY ARE REMOVED WITH PRIOR PERMISSION FROM THE DPW SEDIMENT CONTROL INSPECTOR.
7. ALL SEDIMENT BASINS, TRAP EMBANKMENTS, SNALES, PERIMETER DIKES AND PERMANENT SLOPES STEEPER OR EQUAL TO 3:1 SHALL BE STABILIZED WITH SOD, SEED AND ANCHORED STRAW MULCH OR OTHER APPROVED STABILIZATION MEASURES. WITHIN SEVEN CALENDAR DAYS OF ESTABLISHMENT, ALL AREAS DISTURBED OUTSIDE OF THE PERIMETER SEDIMENT CONTROL SYSTEM MUST BE MAINTAINED AND STABILIZED IMMEDIATELY. MAINTENANCE MUST BE PERFORMED AS NECESSARY TO ENSURE CONTINUED STABILIZATION. RE-STABILIZATION OR OVERSEEDING WILL BE REQUIRED, IF NECESSARY.
8. THE APPLICANT SHALL APPLY SOD, SEED AND ANCHORED STRAW MULCH, OR OTHER APPROVED STABILIZATION MEASURES TO ALL DISTURBED AREAS WITHIN SEVEN (7) CALENDAR DAYS AFTER STRIPPING AND GRADING ACTIVITIES HAVE CEASED ON THAT AREA. MAINTENANCE SHALL BE PERFORMED AS NECESSARY TO ENSURE CONTINUED STABILIZATION. OTHER ACTIVE CONSTRUCTION AREAS THAT ARE NOT BEING ACTIVELY GRADED (I.E., ROUTES FOR CONSTRUCTION VEHICLES WITHIN A SITE) MAY BE REQUIRED TO BE STABILIZED AT THE DISCRETION OF THE INSPECTOR. STOCKPILES, WHICH HAVE NOT BEEN USED FOR SEVEN (7) CALENDAR DATES SHALL BE STABILIZED THROUGH THE APPLICATION OF SOD, SEED, AND ANCHORED STRAW MULCH, OR OTHER APPROVED STABILIZATION METHODS.
9. PRIOR TO REMOVAL OF SEDIMENT CONTROL MEASURES, THE APPLICANT SHALL STABILIZE ALL CONTRIBUTORY DISTURBED AREA USING SOD OR AN APPROVED PERMANENT SEED MIXTURE WITH REQUIRED SOIL AMENDMENTS AND AN APPROVED ANCHORED MULCH. WOOD FIBER MULCH MAY ONLY BE USED IN SEEDING SEASON TO PROMOTE SHEET FLOW DRAINAGE. AREAS BROUGHT TO FINISHED GRADE DURING THE SEEDING SEASON SHALL BE PERMANENTLY STABILIZED WITHIN SEVEN (7) CALENDAR DAYS OF ESTABLISHMENT. WHEN PROPERTY IS BROUGHT TO FINISHED GRADE DURING THE MONTHS OF NOVEMBER THROUGH FEBRUARY, AND PERMANENT STABILIZATION IS FOUND TO BE IMPRACTICAL, APPROVED TEMPORARY SEED AND STRAW ANCHORED MULCH SHALL BE APPLIED TO DISTURBED AREAS. THE FINAL PERMANENT STABILIZATION OF SUCH PROPERTY SHALL BE COMPLETED PRIOR TO THE FOLLOWING APRIL 15.
10. THE SITE WORK, MATERIALS, APPROVED SEDIMENT CONTROL AND STORMWATER MANAGEMENT PLANS, AND ANY REQUIRED TEST REPORTS SHALL BE AVAILABLE, AT THE SITE FOR INSPECTION BY DULY AUTHORIZED OFFICIALS OF THE CITY OF ROCKVILLE.
11. SURFACE DRAINAGE FLOWS OVER UNSTABILIZED CUT AND FILL SLOPES SHALL BE CONTROLLED BY EITHER PREVENTING DRAINAGE FLOWS FROM TRAVERSING THE SLOPES OR BY INSTALLING MECHANICAL DEVICES TO LOWER THE WATER DOWNSLOPE WITHOUT CAUSING EROSION. DIKES SHALL BE INSTALLED AND MAINTAINED AT THE TOP OF CUT OR FILL SLOPES UNTIL THE SLOPE AND DRAINAGE AREA TO IT ARE FULLY MECHANIZED, AT WHICH TIME THEY MUST BE REMOVED AND FINAL GRADING DONE TO PROMOTE SHEET FLOW DRAINAGE. MECHANICAL DEVICES MUST BE PROVIDED AT POINTS OF CONCENTRATED FLOW WHERE EROSION IS LIKELY TO OCCUR.
12. PERMANENT SNALES OR OTHER POINTS OF CONCENTRATED WATER FLOW SHALL BE STABILIZED WITH SOD OR SEED WITH APPROVED EROSION CONTROL MATTING OR BY OTHER APPROVED STABILIZATION MEASURES.
13. TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE REMOVED, WITH PERMISSION OF DPW, WITHIN 30 CALENDAR DAYS FOLLOWING ESTABLISHMENT OF PERMANENT STABILIZATION IN ALL CONTRIBUTORY DRAINAGE AREAS. IF ESTABLISHMENT IS NOT FULL AND UNIFORM AS DETERMINED BY THE DPW SEDIMENT CONTROL INSPECTOR, OVERSEEDING WILL BE REQUIRED. STORMWATER MANAGEMENT STRUCTURES USED TEMPORARILY FOR SEDIMENT CONTROL SHALL BE CONVERTED TO THE PERMANENT CONFIGURATION WITHIN THIS TIME PERIOD AS WELL.
14. NO PERMANENT CUT OR FILL SLOPE WITH A GRADIENT STEEPER THAN 3:1 WILL BE PERMITTED IN LAWN MAINTENANCE AREAS. A SLOPE GRADIENT OF 1:1 TO 2:1 WILL BE PERMITTED IN AREAS THAT ARE NOT TO BE MAINTAINED PROVIDED THAT THOSE AREAS ARE INDICATED ON THE EROSION AND SEDIMENT CONTROL PLAN WITH A LOW-MAINTENANCE GROUND COVER SPECIFIED FOR PERMANENT STABILIZATION. SLOPE GRADIENT STEEPER THAN 2:1 WILL NOT BE PERMITTED WITH VEGETATIVE STABILIZATION.
15. THE APPLICANT SHALL INSTALL A SPLASH BLOCK AT THE BOTTOM OF EACH DOWNSPOUT UNLESS THE DOWNSPOUT IS CONNECTED BY A DRAIN LINE TO AN ACCEPTABLE OUTLET.
16. ALL WATER PUMPED FROM AN EXCAVATION DURING CONSTRUCTION SHALL BE PUMPED EITHER TO SEDIMENT TANKS AND/OR SEDIMENT TRAPS. NO WATER WILL BE PUMPED TO THE STORM DRAIN SYSTEM OR SNALE. DE-WATERING SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST CURRENT MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL.
17. FOR FINISHED GRADING, THE APPLICANT SHALL PROVIDE ADEQUATE DRAINAGES SO AS TO: (1) PREVENT WATER FROM STANDING ON THE SURFACE OF LANS MORE THAN 24 HOURS AFTER THE END OF A RAINFALL, EXCEPT IN DESIGNATED DRAINAGE COURSES AND SNALE FLOW AREAS WHICH MAY DRAIN AS LONG AS 48 HOURS AFTER THE END OF A RAINFALL, AND (2) PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS OR OPENINGS.
18. SEDIMENT TRAPS OR BASINS ARE NOT PERMITTED WITHIN 20-FEET OF A BUILDING, WHICH EXISTS OR IS UNDER CONSTRUCTION. NO BUILDING MAY BE CONSTRUCTED WITHIN 20-FEET OF A SEDIMENT TRAP OR BASIN.
19. ALL INLET IN NON-SUMP AREAS SHALL HAVE ASHALL BERMS INSTALLED AT THE TIME OF BASE PAVING TO DIRECT RUNOFF TO INLETS.
20. THE DPW SEDIMENT CONTROL INSPECTOR HAS THE OPTION OF REQUIRING ADDITIONAL SEDIMENT CONTROL MEASURES, IF DEEMED NECESSARY.
21. ALL TRAP ELEVATIONS ARE RELATIVE TO THE OUTLET ELEVATION, WHICH MUST BE ON EXISTING UNDISTURBED GROUND.
22. NO CONSTRUCTION VEHICLES SHALL BE DRIVEN WITHIN THE FOOTPRINT OF THE PERMEABLE PAVEMENT. CONTRACTOR TO STABILIZE PERMEABLE PAVEMENT AREAS AT THE END OF EACH WORK DAY.

23. VEGETATIVE STABILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST CURRENT MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL.
24. TEMPORARY SEDIMENT TRAPS(S) SHALL BE CLEANED OUT AND RESTORED TO THE ORIGINAL DIMENSIONS WHEN SEDIMENT HAS ACCUMULATED TO A POINT ONE-HALF THE DEPTH BETWEEN THE OUTLET GRESS AND THE BOTTOM OF THE TRAP.
25. SEDIMENT REMOVED FROM TRAPS SHALL BE PLACED AND STABILIZED IN APPROVED AREAS IN SUCH A MANNER THAT IT DOES NOT FOUL EXISTING OR PROPOSED STORM DRAINAGE SYSTEMS OR AREAS ALREADY STABILIZED. SEDIMENT SHALL NOT BE PLACED ON A FLOOD PLAIN OR WETLAND PLAIN OR WETLAND PLAIN OR WETLAND PLAIN.
26. ALL SEDIMENT BASINS AND TRAPS MUST BE SURROUNDED WITH A WELDED WIRE SAFETY FENCE. THE FENCE MUST BE AT LEAST 42-INCHES HIGH, HAVE POSTS SPACED NO FARTHER APART THAN EIGHT-FEET, HAVE MESH OPENINGS NO GREATER THAN TWO-INCHES IN WIDTH AND FOUR-INCHES IN HEIGHT WITH A MINIMUM OF 14 GAUGE WIRE. SAFETY FENCE MUST BE MAINTAINED IN GOOD CONDITION AT ALL TIMES.
27. OFF-SITE SPILL OR BORROW AREAS MUST HAVE APPROVED SEDIMENT CONTROL PLANS.
28. PROTECT ALL TREES TO BE PRESERVED DURING CONSTRUCTION IN ACCORDANCE WITH THE APPROVED FOREST CONSERVATION PLAN.
29. THE APPLICANT IS RESPONSIBLE FOR ALL ACTIONS OF CONTRACTOR AND SUBCONTRACTORS, INCLUDING REPAIRING DAMAGE TO SEDIMENT CONTROL DEVICES AND EXISTING INFRASTRUCTURE.
30. THE APPLICANT SHALL COMPLY WITH ALL PROVISIONS OF THE NPDES CONSTRUCTION DISCHARGE PERMIT. A COPY OF THE PERMIT AND ALL REQUIRED REPORTS SHALL BE AVAILABLE ON SITE AT ALL TIMES.

GEOTECHNICAL NOTES: (NOV 2016)

1. THE APPLICANT SHALL BE RESPONSIBLE FOR ALL SUBGRADE INSPECTION AND SOIL COMPACTION TESTING ASSOCIATED WITH ANY WORK WITHIN A CITY RIGHT-OF-WAY, PRIVATE PROPERTY SUBJECT TO A PUBLIC ACCESS EASEMENT, OR PRIVATE PROPERTY SUBJECT TO PUBLIC UTILITIES OR PUBLIC IMPROVEMENTS AND/OR ANY WORK ASSOCIATED WITH A SEDIMENT CONTROL FACILITY, OR STORMWATER MANAGEMENT PRACTICE. THIS WORK SHALL BE COMPLETED BY OR UNDER THE SUPERVISION OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MARYLAND. FOR THE PURPOSES OF THESE NOTES AND ASSOCIATED PLANS, THIS ENGINEER SHALL BE REFERRED TO AS THE GEOTECHNICAL ENGINEER AND SHALL BE AN INDEPENDENT FIRM FROM THE APPLICANT.
2. ANY PLANS SUBJECT TO MRCOS-POND CODE 378 STANDARDS/SPECIFICATIONS, AS SHOWN ON THE PLANS, SHALL SUPERSEDE THESE NOTES WHEN THESE NOTES ARE LESS STRINGENT OR IN CASE OF CONFLICT, ANY REFERENCE TO THE ENGINEER 378 STANDARDS SHALL BE THE PROFESSIONAL ENGINEER WHO STAMPED AND SEALED THE DESIGN PLANS. ANY REFERENCE TO THE GEOTECHNICAL ENGINEER SHALL BE THE GEOTECHNICAL ENGINEER AS DEFINED ABOVE OR THE GEOTECHNICAL ENGINEER WHO COMPLETED CERTAIN ASPECTS OF THE POND DESIGN.
3. ALL INSPECTIONS, TESTS, SUPPORTING DATA, REPORTS, AND CERTIFICATIONS SHALL BE PROVIDED TO THE CITY OF ROCKVILLE DEPARTMENT OF PUBLIC WORKS (DPW) AND THE GEOTECHNICAL ENGINEER, DAILY, INSPECTION REPORTS. IF REQUESTED BY THE CITY, CAN BE PROVIDED WITHOUT BEING IMMEDIATELY SEALED BY THE GEOTECHNICAL ENGINEER. THESE REPORTS SHALL BE COMPILED, REVIEWED, SEALED AND THEN SUBMITTED TO DPW AT A LATER DATE AS REQUIRED UPON BY THE CITY.
4. THE GEOTECHNICAL ENGINEER SHALL APPROVE ALL FILL MATERIALS THAT ARE USED FOR THE PROJECT. THE GEOTECHNICAL ENGINEER SHALL OBTAIN SAMPLES OF PROPOSED FILL MATERIALS AND PERFORM ALL REQUIRED TESTING TO DETERMINE THAT FILL MATERIALS ARE IN CONFORMANCE WITH THIS PLAN.
5. THE GEOTECHNICAL ENGINEER SHALL PROVIDE A REPORT THAT CERTIFIES THE SUBGRADE PREPARATION AND BACKFILL. THE REPORT SHALL BE A MINIMUM OF 100 POUNDS PER CUBIC FOOT FOR THE MAXIMUM DRY DENSITY ACCORDING TO AASHTO T-180, METHOD C2 AND SHALL NOT HAVE A LIQUID LIMIT GREATER THAN 30 NOR A PLASTICITY INDEX GREATER THAN SIX ACCORDING TO ASTM D-518. ALL OTHER MATERIALS SHALL MEET THE REQUIREMENTS STATED IN CATEGORY 8 OF THE LATEST EDITION OF THE MARYLAND STATE HIGHWAY ADMINISTRATION (MSHA) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS.
6. ALL FILL AND/OR BACKFILL MATERIAL SHALL BE FREE FROM ORGANICS, FROZEN MATERIAL, ROCKS/STONES GREATER THAN ONE AND A HALF INCHES IN ANY DIMENSION, WASTE METAL PRODUCT, UNSORTLY DEBRIS, TOXIC MATERIAL, OR OTHER DELETERIOUS MATERIALS. THE APPLICANT SHALL SCARIFY EACH LIFT WITH A SHEEPFOOT ROLLER OR CLAY TO MINIMUM DEPTH OF TWO-INCHES PRIOR TO PLACING THE NEXT LIFT. THE APPLICANT SHALL SCARIFY EMBANKMENTS PARALLEL WITH THE CENTERLINE OF THE DAM CORE AND PERPENDICULAR TO THE PRINCIPAL SLOPES. BODING SHALL BE PROVIDED IN ACCORDANCE WITH DETAILS INDICATED ON THE CONSTRUCTION DRAWINGS, AT NO TIME DURING THE BACKFILLING OPERATION SHALL DRIVEN EQUIPMENT BE ALLOWED TO OPERATE DEEPER THAN FOUR-FOOT, MEASURED HORIZONTALLY, TO ANY PART OF A STRUCTURE. UNDER NO CIRCUMSTANCES SHALL THE APPLICANT DRIVE EQUIPMENT OVER ANY PART OF A CORRUPTED METAL PIPE UNLESS THERE IS A COMPACTED FILL OF 24-INCHES OR GREATER OVER THE STRUCTURE OR PIPE.
7. COMPACT THE MATERIAL THAT IS ONE FOOT BELOW THE TOP OF SUBGRADE TO AT LEAST 92 PERCENT OF THE MAXIMUM DRY DENSITY PER AASHTO T-180. COMPACT THE TOP ONE FOOT TO AT LEAST 97 PERCENT OF THE MAXIMUM DRY DENSITY. WHEN NECESSARY, ADD WATER OR DRY THE LAYER IN ORDER TO COMPACT TO THE REQUIRED DENSITY. GENERALLY THE MATERIAL SHALL BE WITHIN TWO PERCENT OF THE OPTIMUM MOISTURE CONTENT BUT MAY BE OUTSIDE OF THIS RANGE IF APPROVED BY THE GEOTECHNICAL ENGINEER.
8. FILL AND BACKFILL MATERIALS MUST COMPLETELY FILL ALL SPACES UNDER AND ADJACENT TO THE STRUCTURE OR PIPE. FOR STORMWATER MANAGEMENT EMBANKMENTS, THE APPLICANT SHALL SCARIFY EACH LIFT WITH A SHEEPFOOT ROLLER OR CLAY TO MINIMUM DEPTH OF TWO-INCHES PRIOR TO PLACING THE NEXT LIFT. THE APPLICANT SHALL SCARIFY EMBANKMENTS PARALLEL WITH THE CENTERLINE OF THE DAM CORE AND PERPENDICULAR TO THE PRINCIPAL SLOPES. BODING SHALL BE PROVIDED IN ACCORDANCE WITH DETAILS INDICATED ON THE CONSTRUCTION DRAWINGS, AT NO TIME DURING THE BACKFILLING OPERATION SHALL DRIVEN EQUIPMENT BE ALLOWED TO OPERATE DEEPER THAN FOUR-FOOT, MEASURED HORIZONTALLY, TO ANY PART OF A STRUCTURE. UNDER NO CIRCUMSTANCES SHALL THE APPLICANT DRIVE EQUIPMENT OVER ANY PART OF A CORRUPTED METAL PIPE UNLESS THERE IS A COMPACTED FILL OF 24-INCHES OR GREATER OVER THE STRUCTURE OR PIPE.
9. AT A MINIMUM, COMPACTION TESTS SHALL BE COMPLETED FOR EVERY LIFT OF FILL OR BACKFILL. THE TESTING FREQUENCY SHALL BE AT LEAST ONCE PER 150 LINEAR FEET OF TRENCH OR ONCE PER 1,500 SQUARE FEET OF FILL. AT A MINIMUM, THERE SHALL BE AT LEAST ONE COMPACTION TEST PER LIFT AND AT LEAST TWO COMPACTION TESTS PER DAY. THE GEOTECHNICAL ENGINEER SHALL SUPPLY DPW WITH CERTIFIED COMPACTION TEST RESULTS, INCLUDING CERTIFICATION OF PIPE BEDDING SUBGRADE AND FILL SUBGRADE.
10. PRIOR TO PLACING ANY ROADWAY FILL ON EXISTING GRADES (ORIGINAL GRADE AFTER TOPSOIL HAS BEEN STRIPPED, FILL PREPARED BY OTHERS OUTSIDE OF THIS PLAN OR FILL NOT PREPARED UNDER THE SUPERVISION OF THE GEOTECHNICAL ENGINEER), SCARIFY THE MINIMUM TOP EIGHT-INCHES OF SOIL MATERIAL. COMPACT THIS LAYER TO THE COMPACTION REQUIREMENTS IN THESE NOTES. PROOF-ROLL THIS COMPACTED LAYER USING FULLY LOADED DUMP TRUCK (MINIMUM 20 TON PAYLOAD CAPACITY). THE GEOTECHNICAL ENGINEER SHALL INSPECT THE PROOF-ROLLING AND DETERMINE IF THE PROOF-ROLLING IS ACCEPTABLE OR IF THERE ARE AREAS THAT REQUIRE REMEDIATION. SUBGRADE AREAS THAT FAIL PROOF-ROLLING SHALL BE REMEDIATED TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER BY EITHER OF THE FOLLOWING METHODS:
- A. SCARIFYING, MOISTURE CONDITIONING, AND RE-COMPACTING OF THE SUBGRADE MATERIALS.
- B. UNDERCUTTING SOFT OF UNSUITABLE AREAS OF SUBGRADE AND BACKFILLING WITH COMPACTED SELECT BORROW (MSHA SECTION 916).
- C. UNDERCUTTING OF SOFT OR UNSUITABLE AREAS OF SUBGRADE AND PLACING A LAYER OF GEOTEXTILE COVERED BY MSHA 57 COARSE AGGREGATE (TABLE 901A).
- DPW MAY APPROVE AN ALTERNATE APPROACH FOR SOIL REMEDIATION/IMPROVEMENT IF IT IS RECOMMENDED AND SEALED BY THE GEOTECHNICAL ENGINEER.
11. EXCEPT WHEN SPECIFIED, DO NOT PLACE LAYERS EXCEEDING EIGHT-INCHES UN-COMPACTED DEPTH. PLACE THE MATERIAL IN HORIZONTAL LAYERS ACROSS THE FULL WIDTH OF THE EMBANKMENT. PERFORM ALL ROLLING IN A LONGITUDINAL DIRECTION ALONG THE EMBANKMENT. BEGIN AT THE LOWEST AND PROGRESS TOWARDS THE CROWN. VARY THE TRAVEL PATHS OF TRAFFIC AND EQUIPMENT OVER THE WIDTH OF THE EMBANKMENT TO AID IN OBTAINING UNIFORM COMPACTION.
12. UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. GRADE AND PREPARE THE SUBGRADE SECTION TO THE LINES, GRADES, CROSS SECTIONS AND/OR ELEVATIONS SHOWN ON THE PLANS. AT ALL TIMES, MAINTAIN THE SUBGRADE SURFACE IN SUCH CONDITION AS TO READILY DRAIN.
13. DO NOT PLACE BACKFILL OR FILL SOIL MATERIAL ON SURFACES THAT ARE MUDDY, FROZEN, OR CONTAIN FROST OR ICE. VEHICULAR AND EQUIPMENT TRAFFIC SHALL BE DISTRIBUTED ACROSS THE PREPARED SURFACE IN SUCH A MANNER AS TO PREVENT DISTURBANCE. REPAIR ANY DAMAGE TO THE PREPARED SUBGRADE TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER. THE GEOTECHNICAL ENGINEER MUST APPROVE THE STORAGE OR STOCKPILING OF HEAVY LOADS ON A ROADWAY SUBGRADE.

14. UNSUITABLE EXISTING FILL, SOFT OR LOOSE NATURAL SOILS, ORGANIC MATERIAL, AND RUBBLE SHALL BE STRIPPED TO APPROVED GRADES AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
15. PROTECT ALL STRUCTURES AND UTILITIES FROM ANY DAMAGE IN THE HANDLING, PROCESSING OR COMPACTING OF EMBANKMENT OR BACKFILL MATERIAL. EXERCISE CAUTION NEAR ARCHES, RETAINING WALLS, CURBS AND UTILITY TRENCHES TO PREVENT UNDESIRABLE STRAIN OR MOVEMENT. THE GEOTECHNICAL ENGINEER MAY REQUIRE THE USE OF SPECIALLY SELECTED MATERIAL ADJACENT TO STRUCTURES TO PROTECT AGAINST DAMAGE. DO NOT USE ROCK GREATER THAN ONE AND A HALF INCHES IN ANY DIMENSION ADJACENT TO STRUCTURES.
16. WHEN PLACING AND COMPACTING EMBANKMENT ON HILLSIDES OR AGAINST EXISTING EMBANKMENT, CONTINUOUSLY BENCH THE SLOPES WHERE THE SLOPE IS STEEPER THAN 4:1 WHEN MEASURED AT RIGHT ANGLES TO THE ROADWAY OR EMBANKMENT CENTERLINE. PERFORM THE BENCHING OPERATION AS THE EMBANKMENT IS CONSTRUCTED IN LAYERS. MAINTAIN A BENCH WIDTH OF AT LEAST FIVE-FEET. BEGIN EACH HORIZONTAL CUT AT THE INTERSECTION OF THE ORIGINAL GROUND AND THE VERTICAL SIDES OF THE PREVIOUS CUT. IF THE MATERIAL CUT FROM THE BENCHES MEETS FILL REQUIREMENTS, COMPACT THIS MATERIAL ALONG WITH THE NEW EMBANKMENT MATERIAL.
17. WHEN PLACING FILL OVER EXISTING PAVEMENT, THOROUGHLY BREAK UP, SCARIFY, OR REMOVE THE PAVEMENT AS SPECIFIED OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
18. PRIOR TO THE PLACEMENT OF ASPHALT PAVEMENT, PROOF-ROLL THE COMPACTED GRADED AGGREGATE BASE (GAB) LAYER USING A FULLY LOADED DUMP TRUCK (MINIMUM 20 TON PAYLOAD CAPACITY). THE GEOTECHNICAL ENGINEER SHALL INSPECT THE PROOF-ROLLING AND DETERMINE IF THE GAB IS ACCEPTABLE OR IF THERE ARE AREAS THAT REQUIRE REMEDIATION. GAB AREAS THAT FAIL PROOF-ROLLING SHALL BE REMEDIATED TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER BY EITHER OF THE FOLLOWING METHODS:
- A. SCARIFYING, MOISTURE CONDITIONING, AND RE-COMPACTING OF THE GAB MATERIALS.
- B. UNDERCUTTING SOFT OF UNSUITABLE AREAS OF GAB AND REPLACING WITH COMPACTED GAB.
- DPW MAY APPROVE AN ALTERNATE APPROACH FOR GAB REMEDIATION/IMPROVEMENT IF IT IS RECOMMENDED AND SEALED BY THE GEOTECHNICAL ENGINEER. THE GEOTECHNICAL ENGINEER SHALL PROVIDE A SEALED APPROVAL OF THE GAB PRIOR TO PLACEMENT OF ASPHALT. DPW MAY ACCEPT AN ORAL OR EMAIL APPROVAL WHILE THE FINAL APPROVAL AND REPORTS ARE BEING COMPILED AND COMPLETED.

STABILIZATION NOTE:

FOLLOWING INITIAL SOIL DISTURBANCE OR RE-DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION WILL BE COMPLETED WITHIN:

THREE CALENDAR DAYS AS TO THE SURFACE OF ALL PERIMETER CONTROLS, DIKES, SNALES, DITCHES, PERIMETER SLOPES, AND ALL SLOPES GREATER THAN 3 HORIZONTAL TO 1 VERTICAL (3:1).

SEVEN CALENDAR DAYS AS TO ALL OTHER DISTURBED OR GRADED AREAS ON THE DEVELOPMENT PROJECT NOT UNDER ACTIVE GRADING.

MAINTENANCE WILL BE PERFORMED, AS NECESSARY, TO ENSURE THAT THE STABILIZED AREAS CONTINUOUSLY MEET THE APPROPRIATE REQUIREMENTS OF THE CURRENT MOE AND CITY STANDARDS AND SPECIFICATIONS.

STANDARD SEQUENCE OF CONSTRUCTION:

1. PRIOR TO CLEARING ANY TREES, GRADING OR INSTALLING SEDIMENT CONTROL MEASURES, A PRE-CONSTRUCTION MEETING MUST BE CONDUCTED ON SITE WITH THE CITY OF ROCKVILLE SEDIMENT AND EROSION CONTROL INSPECTOR, ARTHUR SIMPSON (240-314-8819) THE CITY FORESTRY INSPECTOR, NATASHA SHANGOLD (240-314-8205), AND THE CITY PUBLIC WORKS INSPECTOR AT LEAST 48 HOURS NOTICE IS REQUIRED.
2. THE PERMITTEE MUST CONTACT MISS UTILITY AT 1-800-257-7777 AT LEAST 48 HOURS BEFORE COMMENCING ANY LAND DISTURBING ACTIVITY. ALL UTILITIES MUST BE MARKED PRIOR TO HOLDING THE PRE-CONSTRUCTION MEETING.
3. THE LIMITS OF DISTURBANCE AND THE TREE SAVE MEASURES, IF APPLICABLE, MUST BE FIELD MARKED PRIOR TO THE PRE-CONSTRUCTION MEETING. INSTALLATION OF SEDIMENT CONTROL MEASURES, CONSTRUCTION, OR OTHER LAND DISTURBING ACTIVITIES.
4. THE PERMITTEE MUST OBTAIN WRITTEN APPROVAL FROM THE CITY OF ROCKVILLE SEDIMENT CONTROL INSPECTOR, CERTIFYING THAT THE LIMITS OF DISTURBANCE ARE CORRECTLY MARKED AND INSTALLED PRIOR TO COMMENCING ANY CLEARING.
5. INSTALL THE SILT FENCE OR FILTER LOG AND INLET PROTECTION. THE SEDIMENT CONTROL INSPECTOR MAY REQUIRE PLACEMENT OF ADDITIONAL SILT FENCE OR OTHER SEDIMENT CONTROL MEASURE ON THE SITE AS DEEMED NECESSARY.
6. OBTAIN APPROVAL FROM THE CITY OF ROCKVILLE SEDIMENT CONTROL INSPECTOR FOR THE ESC MEASURES PRIOR TO PERFORMING ANY FURTHER CONSTRUCTION ACTIVITIES. REQUEST NOTICE TO PROCEED INSPECTION FROM CITY INSPECTORS.
7. DEMOLISH NOTES SIDEWALK SECTIONS AND RAMPS ALONG POTOMAC VALLEY ROAD.
8. INSTALL NEW SIDEWALK.
9. PERMANENTLY STABILIZE ANY REMAINING DISTURBED AREAS WITH SOD.
10. OBTAIN PERMISSION FROM THE SEDIMENT CONTROL INSPECTOR AND FORESTRY INSPECTOR TO REMOVE SEDIMENT CONTROL AND TREE PROTECTION DEVICES.
11. REMOVE REMAINING SEDIMENT CONTROL DEVICES AND PERMANENTLY STABILIZE AREAS IMMEDIATELY.
- TASKS MAY BE PERFORMED OUT OF ORDER OR CONCURRENTLY WITH PRIOR APPROVAL FROM THE CITY OF ROCKVILLE SEDIMENT CONTROL INSPECTOR.



DEPARTMENT OF PUBLIC WORKS  
CITY OF  
ROCKVILLE  
111 MARYLAND AVE. ROCKVILLE, MARYLAND

DESIGN PLAN APPROVAL  
FPMG XXXXX-XXXXX  
SMP XXXXX-XXXXX  
DIRECTOR OF PUBLIC WORKS  
APPROVAL DATE

AS BUILT PLAN APPROVAL  
SOP# XXXXX-XXXXX  
REVIEWED BY  
XX  
CHIEF, CONSTRUCTION MANAGEMENT  
APPROVAL DATE

EROSION AND SEDIMENT CONTROL  
NOTES AND DETAILS

POTOMAC VALLEY ROAD  
SIDEWALK EXTENSION  
Election District No. (4 or 9) City of Rockville, Maryland



NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE
APPROVAL OF REVISIONS AFTER INITIAL PLAN APPROVAL					
REVISION NUMBER: JANUARY 2025		SCALE	SHEET		FILE #
IFB XX-XX		N.T.S.	NO. 16		
			OF 16		





CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND

**Addendum #1**  
**Invitation for Bid (IFB) No. 28-25**  
**POTOMAC VALLEY ROAD SIDEWALK PROJECT**  
**June 11, 2025**

**ATTENTION ALL BIDDERS:**

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

**QUESTIONS AND ANSWERS**

- Q1. Where are materials such as stone base to be staged during the project? Can it be staged along Potomac Valley Rd, provided they are immediately moved into place on the sidewalk?
- A1. **Any materials that will be used completely in the same day can be placed on Potomac Valley Road as long as traffic is maintained. Materials that need to be staged along the road for multiple days would have to be discussed with city for impacts on traffic.**

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME IN THE INVITATION FOR BID (IFB).**

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

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

**ISSUED BY: TJ Ellison, Principal Buyer, 6/11/2025**

**NAME OF BIDDER: \_\_\_\_\_**

**BID DUE DATE: 2:00 P.M. (EST), TUESDAY, JUNE 24, 2025**



City of Rockville  
Rockville, Maryland

## INVITATION FOR BIDS #28-25

### POTOMAC VALLEY ROAD SIDEWALK PROJECT MWCOG Contract No. 19-064

**Bids Due by 2:00 P.M. EST  
TUESDAY, JUNE 24, 2025**

ISSUED BY:

TJ Ellison, CPPB  
Procurement Department  
City of Rockville, City Hall  
111 Maryland Avenue, 1st Floor  
Rockville, Maryland 20850  
Phone: (240) 314-8436  
Fax: (240) 314-8439

ISSUED ON: May 23, 2025

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

**MFD-V Outreach Program**

**It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to [procurement@rockvillemd.gov](mailto:procurement@rockvillemd.gov) or 240-314-8430.**

**5% Bid Bond Required**

City of Rockville

IFB #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT

Submittal Checklist and Signature

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

✓

Responses shall be submitted electronically via the City's Collaboration Portal no later than the due date and time as shown in this solicitation.

Contract Insight - Collaboration Portal (rockvillemd.gov)

✓

Did an authorized company representative sign the bottom portion of this of this page?

✓

Has a copy of a bid bond in the amount of 5% of the total bid been attached to this submittal?

✓

Did an authorized representative complete Section V: Bid Pricing?

✓

Did an authorized representative sign the Affidavit form?

✓

If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to

<https://dat.maryland.gov/Pages/default.aspx>

✓

Did you check the City's Collaboration Portal for any addenda and include a signed copy of each with your response?

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

PAYMENT TERMS: NET 30	DELIVERY: <u>30</u>	DAYS AFTER RECEIPT OF ORDER
PROMPT PAYMENT DISCOUNT: <u>0</u> % FOR PAYMENT WITHIN <u>30</u> DAYS		
COMPANY LEGAL NAME: <u>Olney Masonry, Corporation</u>		
ADDRESS: <u>6701 Ammendale Road</u>	<u>Beltville, MD 20705</u>	
SUBMITTED BY: <u>[Signature]</u>	<u>6/24/25</u>	DATE
SIGN YOUR NAME		
<u>Miguel Passariello</u>		
PRINT YOUR NAME		
TELEPHONE# <u>301-937-3200</u>	FAX # <u>301-937-4366</u>	
E-MAIL ADDRESS: <u>miguel@olneymasonry.com</u>	FEDERAL ID#/OR SS# <u>52-1567372</u>	
<b>For informational purposes only</b> – Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: <u>✓</u> yes <u>      </u> no <u>      </u> I choose not to respond		



CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND

**Addendum #1**  
**Invitation for Bid (IFB) No. 28-25**  
**POTOMAC VALLEY ROAD SIDEWALK PROJECT**  
**June 11, 2025**

**ATTENTION ALL BIDDERS:**

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

**QUESTIONS AND ANSWERS**

- Q1. Where are materials such as stone base to be staged during the project? Can it be staged along Potomac Valley Rd, provided they are immediately moved into place on the sidewalk?
- A1. **Any materials that will be used completely in the same day can be placed on Potomac Valley Road as long as traffic is maintained. Materials that need to be staged along the road for multiple days would have to be discussed with city for impacts on traffic.**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME IN THE INVITATION FOR BID (IFB).

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

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

ISSUED BY: TJ Ellison, Principal Buyer, 6/11/2025

NAME OF BIDDER: Olney Masonry, Corporation

BID DUE DATE: 2:00 P.M. (EST), TUESDAY, JUNE 24, 2025

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310

### Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Olney Masonry Corporation

6701 Ammendale Road Beltsville, MD 20705

as Principal, hereinafter called the Principal, and Western Surety Company

151 N. Franklin Street Chicago, IL 60606

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto Mayor and Council of Rockville

111 Maryland Avenue Rockville, MD

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Potomac Valley Road Sidewalk Project; IFB # 28-25

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of June, 2025

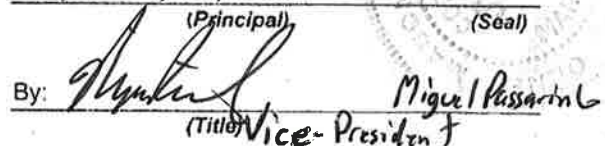
  
(Witness)

Olney Masonry Corporation

(Principal)

(Seal)

By:

  
(Title) Vice-President

Western Surety Company

(Surety)

(Seal)

By:

  
(Title)

Christine M. Hickson, Attorney-in-fact

Surety Phone No. 312-822-5000

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED • THE AMERICAN  
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Christine M. Hickson - Individually**

of Columbia, MD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No: Bid Bond  
Principal: Olney Masonry Corporation  
Obligee: Mayor and Council of Rockville

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024



WESTERN SURETY COMPANY

*Larry Kasten*

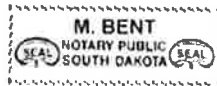
Larry Kasten, Vice President

State of South Dakota  
County of Minnehaha

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney heremabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of June, 2025.



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

RESOLVED, That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic formatted corporate seal, each to be considered the act and deed of the Company.

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



**INVITATION FOR BIDS #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

**SECTION V**

**BID PRICING FORM**

COMPLETE AND RETURN WITH BID

**INVITATION FOR BIDS #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT**

**SECTION V: BID PRICING FORM**

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

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

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1001	MAINTENANCE OF TRAFFIC	Lump Sum	1	36,000.00	36,000.00
1002	CONSTRUCTION STAKEOUT	Lump Sum	1	36,000.00	36,000.00
1003	MOBILIZATION	Lump Sum	1	8,500.00	8,500.00
1004	COMMON BORROW	CY	42	85.00	3,570.00
3001	INLET PROTECTION	EA	3	375.00	1,125.00
6001	STANDARD TYPE "A" CURB & GUTTER - MC-100.01	Linear Feet	70	50.00	3,500.00
6002	DEPRESSED CURB ENTRANCE (MC-102.01)	Linear Feet	65	50.00	3,250.00
6003	4" PLAIN CONCRETE SIDEWALK	Square Feet	1720	15.00	25,800.00
6004	4" PERVIOUS CONCRETE SIDEWALK	Square Feet	1085	35.00	37,975.00
ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
6005	DETECTABLE WARNING SURFACE	Square Feet	56	50.00	2,800.00

6006	7" CONCRETE DRIVEWAY APRON (SF-1.1)	Square Feet	187	20.00	3,740.00
6007	9" CONCRETE DRIVEWAY APRON (CM-1.1)	Square Feet	528	22.00	11,616.00
6011	TYPE "A" CURB - ANY HEIGHT	Linear Feet	54	55.00	2,970.00
6012	POROUS FLEXIBLE PAVING	Square Feet	2731	25.00	68,275.00
6013	6 INCH GRADED AGGREGATE BASE COURSE (57 STONE)	Square Yard	1973	17.50	34,527.50
7001	PLACING SALVAGED TOPSOIL 2 INCH DEPTH	Square Yard	335	5.00	1,675.00
7002	TURFGRASS ESTABLISHMENT	Square Yard	880	5.00	4,400.00
7003	TREE REMOVAL	Each	2	1,800.00	3,600.00
7004	TREE PLANTING	Each	2	1,000.00	2,000.00
7005	ROOT PRUNING	Linear Feet	0		
8001	RELOCATE EXISTING GROUND MOUNTED SIGNS	Each	2	150.00	300.00
8003	FURNISH AND INSTALL GROUND MOUNTED SIGNS	Each	0		
8004	RELOCATE GUYWIRE	Each	1	1,500.00	1,500.00
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
8005	ADJUST EXISTING MANHOLE/HANDBOX	Each	5	1,500.00	7,500.00
8006	ADJUST EXISTING FIRE HYDRANT	Each	1	15,000.00	15,000.00
8007	ADJUST EXISTING INLET	Each	1	1,500.00	1,500.00

8008	RELOCATE POLE	Each	0		
GRAND TOTAL					317,123.50

GRAND TOTAL IN WORDS Three Hundred Seventeen Thousand One Hundred  
Twenty-Three Dollars Fifty Cents (\$ 317,123.50 )

**EXCEPTIONS**

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

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

Do you claim an exception to any specification to this bid? If yes, please explain.

No

**CONTRACT DURATION**

This contract will begin **10** working days from the date of issuance of a notice to proceed. All work, excluding landscaping, shall be completed within **200** calendar days of the date of issuance of the notice to proceed.

Confirm your ability to meet the above schedule. ☒ YES ☐ NO

***This bid and its Firm Fixed Prices shall remain valid through November 27, 2025 for acceptance by the City.***

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

I hereby certify that I have read and understand the requirements of this Invitation for Bid 28-25 and, that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Invitation For Bid.

COMPLETE AND RETURN WITH BID

## ATTACHMENT A

### AFFIDAVIT

I hereby affirm that: I am the Vice-President and the duly authorized representative of the firm of Olney Masonry, Corporation whose address is 6701 Armmendale Road Beltsville, MD 20705 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

### AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

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

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

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

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

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

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

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

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

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

### NON—COLLUSION AFFIDAVIT

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

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

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

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

Signature and

Title

Vice-President

Date

6/24/2025

COMPLETE AND RETURN WITH BID

ATTACHMENT B

INVITATION FOR BID #28-25  
POTOMAC VALLEY ROAD SIDEWALK PROJECT

CITY OF ROCKVILLE BIDDER REFERENCE FORM

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name City of Gaithersburg  
Address: 800 Rabbitt Rd Gaithersburg, MD 20878  
Contact Person: Sean Sorandres Current phone #: 240-805-1293  
Email Address: Sean.sorandres@gaithersburgmd.gov  
Contract Amount: 2,355,631.2 Name of your project supervisor: Nuno Passaric L  
Description of Work Performed: HMA Paving, Grinding, Stripping, Concrete C&G, S.W + Aprons  
Storm Drain

2. Company Name Prince George's County DPW + T  
Address: 9400 Peppercorn Place #400, Largo, MD 20774  
Contact Person: Adam Jiroun Current phone #: 301-324-2897  
Email Address: amjiroun@co.pg.md.us  
Contract Amount: \$11,000,000 Name of your project supervisor: Miguel Passaric L  
Description of Work Performed: Storm Drain, HMA Paving + Grinding,  
R&R C&G S.W Aprons

3. Company Name Frederick County  
Address: 355 Montevue Lane #200 Frederick MD 21702  
Contact Person: Brandon Henderson Current phone #: 301-600-355-69  
Email Address: BHenderson@FrederickCountyMD.gov  
Contract Amount: 1,600,000 Name of your project supervisor: Justin Passaric L  
Description of Work Performed: R&R C&G, S.W + Aprons, HMA Patching

COMPLETE AND RETURN WITH BID

4. Company Name Anne Arundel County  
Address: 2255 Riva Road, Annapolis, MD  
Contact Person: Blake Lightcap Current phone #: 410-222-7973  
Email Address: pwlight00@aacounty.org  
Contract Amount: 3,500,000 Name of your project supervisor: Justin Passarile  
Description of Work Performed: HMA Paving + Grinding, Utilitie Rehab, etc, S.W.  
Aprons, Storm Drain

5. Company Name City of Rockville  
Address: 850 Avery Road, Rockville, MD  
Contact Person: Michael Hershelman Current phone #: 240-314-8543  
Email Address: mhershelman@rockvillemd.gov  
Contract Amount: 1,100,000 Name of your project supervisor: Miguel Passarile  
Description of Work Performed: PerVIOUS Concrete, Retaining Walls, Handrail, Electrical Poles  
Concrete Sidewalk, Tree Removal, Tree Planting

COMPLETE AND RETURN WITH BID

**Contract No.19-064****A****SUBGRANT****BETWEEN****THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS****AND****CITY OF ROCKVILLE****FOR****ROCKVILLE BUS STOP & SIDEWALK  
IMPROVEMENTS****PART I**

THIS AGREEMENT ("CONTRACT"), consisting of Part I and Attachments A-G attached and incorporated by reference, ("SUBGRANT") made this 27 day of June, 2019, between the Metropolitan Washington Council of Governments, located at 777 North Capitol Street, NE, Washington, DC 20002 ("COG") and the City of Rockville, with its office at 111 Maryland Avenue, Rockville, MD 20850 ("SUBRECIPIENT"), and

**WHEREAS**, COG serves as the administrative agent for the National Capital Region Transportation Planning Board ("TPB") under an agreement with the Transportation Departments of Maryland, Virginia, and the District of Columbia; and

**WHEREAS**, the TPB is the metropolitan planning organization ("MPO") for the Washington Region and has the responsibility under the provisions of the Fixing America's Surface Transportation ("FAST") Act; and

**WHEREAS**, in January 2014, COG was designated by the Mayor of the District of Columbia and the Governors of Maryland and Virginia as the designated recipient to administer the Federal Transit Administration ("FTA") Enhanced Mobility of Seniors and Individuals with Disabilities Program for the Washington DC-VA-MD Urbanized Area; and

**WHEREAS**, COG has applied for and received a Federal Grant No. DC-2018-014-00 from FTA, based on a program of projects submitted on March 26, 2018; and

**WHEREAS** this project (hereinafter referred to as the "PROJECT") is consistent with the TPB's Coordinated Human Services Transportation Plan and was selected through a competitive selection process; and



**WHEREAS**, FTA approved the PROJECT, for bus stop and sidewalk improvements, as part of Federal Grant DC-2018-014-00 on August 31, 2018; and

**WHEREAS**, the SUBRECIPIENT will carry out the PROJECT as described in this SUBGRANT with supplemental information provided in its application and any needed modifications submitted to the TPB, included in Attachment E; and

**WHEREAS**, requirements of the most recent FTA Master Agreement, which may be found at <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>, and the following federal agency circulars are applicable to this SUBGRANT award:

- FTA Circular No. 9070.1G – Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions;
- FTA Circular No. 4702.1B – Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients;
- FTA Certifications & Assurances;
- FTA Circular No. C 4220.1F – Third Party Contracting Guidance;
- FTA Circular No. C 5010.1E – Award Management Requirements;
- 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- FTA Circular C 4710.1 – Americans with Disabilities Act Guidance;
- FTA Circular 4704.1A – Equal Employment Opportunity (EEO) Act Guidance; and

**WHEREAS**, the SUBRECIPIENT possesses the necessary qualifications and ability to carry out the PROJECT, and is desirous of carrying out the PROJECT in accordance with the provisions set forth herein; and

**WHEREAS**, SUBRECIPIENT has made the material statements and representations set forth within **Attachment G** (*Certification Regarding Debarment, Suspension and Other Responsibility Matters*), attached and incorporated herein;

**NOW, THEREFORE**, the Parties do mutually agree as follows:

## **SECTION 1.           STATEMENT OF WORK**

SUBRECIPIENT will use this Enhanced Mobility grant to improve access to public transportation within the City of Rockville by constructing missing sidewalk segments on Potomac Valley Road and improving 78 Metro and Ride-On bus stops throughout Rockville.

PROJECT will serve seniors and people with disabilities by improving pathways and physical infrastructure at bus and rail stations and improving the accessibility and reliability of existing services (Coordinated Plan Strategy III).

SUBRECIPIENT will perform work under this SUBGRANT based on the “Project Work Plan,” which is provided in ATTACHMENT E, and perform this PROJECT as described in the SUBRECIPIENT’s original application, and any needed modifications submitted to the TPB, which is provided in ATTACHMENT E.

SUBRECIPIENT will complete and submit timely reports, per ATTACHMENT C, including monthly invoices and quarterly status reports (due 15 days following quarter end) throughout the two (2) year SUBGRANT period. Monthly reimbursements are contingent upon the timely submission of these invoices and reports.

**SUBRECIPIENT will comply with all of the following:**

**A. Administrative Reporting Requirements (ATTACHMENT C)**

**1. Annual Certifications and Assurances**

SUBRECIPIENT will be responsible for completing and submitting the FTA Certifications and Assurances, as directed by COG, annually throughout the life of the project.

**2. FTA-Required Performance Measurement Data**

SUBRECIPIENT must collect and shall submit the following information annually, (due 15 days following the end of the Federal 4<sup>th</sup> quarter (9/30): 10/15) in a format provided by COG:

- a. Transportation options provided that would not otherwise have been available to seniors and people with disabilities without support from 5310 Enhanced Mobility funding (gaps in service filled);
- b. Number of individuals with disabilities served in fiscal year;
- c. Number of seniors served in fiscal year;
- d. Geographic coverage, service quality and service times that impact the availability of transportation for seniors and people with disabilities as a result of 5310 Enhanced Mobility funding (service improvements);
- e. Additions or changes to environmental infrastructure (sidewalks, bus stops, etc.), technology and vehicles that impact the availability of transportation services for seniors and people with disabilities as a result of 5310 Enhanced Mobility funding (physical improvements).

**3. Project Work Plan**

SUBRECIPIENT has provided a PROJECT Work Plan, which is provided in ATTACHMENT E, and agrees to provide quarterly status reports on these PROJECT objectives and benchmarks on a schedule and in a format provided by COG.

#### 4. Final Report

SUBRECIPIENT is required to submit a Final Report (due 30 days following contract expiration), in a format provided by COG, which will include:

- a. Cumulative performance measures
- b. Narrative addressing project evaluation, accomplishments, lessons learned and sustainability of project

Payment of the final invoice is contingent on receipt of the Final Report.

#### B. Compliance and Oversight

As designated recipient of FTA Enhanced Mobility funds, COG complies with Federal Requirements that pass through to the SUBRECIPIENT. To ensure that projects are implemented in accordance with FTA requirements, COG will monitor SUBRECIPIENT activity by randomly reviewing documentation including but not limited to A-133 audit or other consolidated and comprehensive financial statements, monthly, quarterly and annual reports, FTA-required documentation of Title VI and DBE compliance, and by conducting site visits at a minimum of once over the life of the project.

SUBRECIPIENT is subject to Federal Funding Accountability and Transparency Act ("FFATA") reporting and must supply required data for entry into the FFATA Subaward Reporting System if applicable. Documentation requirements are further detailed in Attachment A.

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT**

- a. Payment to the SUBRECIPIENT shall be on a cost reimbursable basis for the Federal share of the PROJECT in accordance with the budget shown as Attachment B in the amount of three hundred ninety-six thousand dollars (\$396,000) in Federal funds, all of which is Capital funds. Compensation is dependent on the SUBRECIPIENT providing the requisite matching funds for the PROJECT described in 2(e) below. The total grant amount is four hundred ninety-five thousand dollars (\$495,000), all of which is Capital funds. This amount shall be inclusive of all expenses for the completion of the PROJECT in accordance with this SUBGRANT.
- b. Payment shall be made by COG to the SUBRECIPIENT upon receipt of SUBRECIPIENT's invoice, which shall be submitted monthly to COG in a format to be provided by COG. All invoices must be accompanied by documentation referred to in Attachment D and invoices falling at the end of a quarter must be accompanied by quarterly status reports. Each invoice shall show the Subgrant agreement number and shall be sent to payable@mwkog.org, with a copy to Rick Konrad, COG's Contracts & Purchasing Manager at rkonrad@mwkog.org, Barbara Brennan, COG's Budget Analyst at bbrennan@mwkog.org and Lynn Winchell-Mendy, COG's Project Manager at lmendy@mwkog.org. Invoices shall only be submitted for costs incurred during the Period of Performance of this SUBGRANT. The SUBRECIPIENT shall submit its final invoice to COG within 30 days of the termination date of this SUBGRANT as shown in Section 3. COG will make reasonable efforts to reimburse SUBRECIPIENT within thirty (30) days after receiving, confirming and approving the invoice and other documentation referenced herein; however, COG will not be responsible for late payment for reasons which are beyond COG's control nor shall COG be responsible for economic loss, damages, fees or other consequences of late payment.
- c. All costs charged to the PROJECT, including any approved services contributed by the SUBRECIPIENT or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Documentation requirements are further detailed in Attachment D.
- d. Payment to the SUBRECIPIENT is dependent upon COG's receipt of funds from the FTA. Should payment from the sponsors be delayed, for any reason, there shall be a concomitant delay in payment to the SUBRECIPIENT. Payment of Federal funds is dependent upon documentation of the 20% Capital match and the 50% Operating match. SUBRECIPIENT'S share of the PROJECT is ninety-nine thousand dollars (\$99,000), all of which is Capital funds.
- e. It is understood that COG is providing three hundred ninety-six thousand dollars (\$396,000) of Federal funds in support of the PROJECT, and that the



SUBRECIPIENT is providing ninety-nine thousand dollars (\$99,000) in matching funds.

Non-Cash Share: \$0 in-kind.

### **SECTION 3. PERIOD OF PERFORMANCE**

The period of performance shall be from the date the SUBGRANT was fully executed by COG, as shown by the signature of COG's authorized representative, and will terminate on January 31, 2021.

### **SECTION 4. RESPONSIBILITIES OF THE SUBRECIPIENT**

- a. Performance of the work allocated to the SUBRECIPIENT in Section 1, Statement of Work;
- b. SUBRECIPIENT shall supervise and direct all PROJECT activities as specified in Section 1. All PROJECT personnel employed by the SUBRECIPIENT shall be fully qualified to perform services under this SUBGRANT;
- c. The SUBRECIPIENT shall follow COG/FTA's Procurement Procedures as described in Attachment F.
- d. Any changes to this SUBGRANT must be carried out in writing. Procedures for COG concurrence in changes and the execution of these changes are specified in Section 7, CHANGES.

### **SECTION 5. RESPONSIBILITIES OF COG**

- a. COG, as the funding recipient and coordinator for the PROJECT, shall coordinate all of SUBRECIPIENT'S activities with other activities related to this PROJECT;
- b. Maintain relevant data in support of the PROJECT;
- c. Provide the SUBRECIPIENT copies of technical reports prepared by COG;
- d. The COG Project Manager shall review SUBRECIPIENT's draft products in a timely manner, as necessary, to ensure deliverable completion by SUBRECIPIENT in accordance with the Period of Performance, specified in SECTION 3 above; and
- e. Review any proposed subcontracts for consistency with the terms of this agreement and COG's Procurement Procedures; and require any necessary modification in writing.

### **SECTION 6. ADMINISTRATION OF THE SUBGRANT**

For the purpose of this SUBGRANT, the Executive Director of COG, or his designee, is the COG Contracting Officer, and is the only party authorized to make changes or amendments in this SUBGRANT on COG's behalf. The COG Project Manager shall be Lynn Winchell-Mendy of COG's Department of Transportation Planning at [lmendy@mwcog.org](mailto:lmendy@mwcog.org).

## **SECTION 7. CHANGES**

- a. The parties hereto agree that any modification or change in any aspect of this SUBGRANT must be accomplished in writing and signed by both parties before it is considered a SUBGRANT requirement.
- b. The parties hereto may, from time to time, propose changes in the Statement of Work to be performed by the SUBRECIPIENT. Such changes (including, but not limited to material scope of work changes, time schedule and report delivery changes, budget revisions that increase, decrease, or materially change the SUBGRANT's total compensation) must be mutually agreed upon in writing and signed by both COG and the SUBRECIPIENT.
- c. Period of performance or schedule changes may be granted by COG to the SUBRECIPIENT on a unilateral basis, as requested by the SUBRECIPIENT, that do not increase, decrease or materially change the SUBGRANT's total compensation or include material scope of work changes, or authorize any work or costs to be incurred outside the period in which the grant funding is available for reimbursement.
- d. Any modification or change in key personnel working on the project outlined in this SUBGRANT must be communicated in writing and approved by COG.

THE PARTIES hereto have executed this SUBGRANT as of the day, month and year on which the COG authorized representative fully and finally executes this document as evidenced by his/her signature hereto.

METROPOLITAN WASHINGTON  
COUNCIL OF GOVERNMENTS

By: [Signature]  
Executive Director

DATE 6/27/19

CITY OF ROCKVILLE

By: [Signature]  
Title: CITY MANAGER

52-6001573  
FEDERAL TAX ID NUMBER

DATE 6/3/19

## **ATTACHMENT A**

### **STANDARD TERMS AND CONDITIONS**

- A. **Energy Conservation.** 42 U.S.C. § 6321 et seq.  
The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- B. **Clean Water Requirements.** 33 U.S.C. § 1251 et seq.
1. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation, as required, to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.
  2. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.
- C. **Lobbying.** 31 U.S.C. § 1352 et seq.  
(To be submitted with each bid or offer exceeding \$100,000)
1. The undersigned certifies, to the best of his or her knowledge and belief, that:
  2. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and federal contract, grant, loan, or cooperative agreement.
  3. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995. (P.L. 104-65, to be codified at 2 U.S.C. § 1601 et seq.)]
  4. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  5. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject



to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Date: 6/3/19

The SUBRECIPIENT, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

Robert DiSpirito Signature of SUBRECIPIENT  
Authorized Official

Robert DiSpirito Name of SUBRECIPIENT  
Authorized Official

CITY MANAGER Title of SUBRECIPIENT  
Authorized Official

**D. Access to Records and Reports. 49 U.S.C. § 5325**

1. The SUBRECIPIENT agrees to provide COG, and if applicable the state or federal funding agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the SUBRECIPIENT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transactions.
2. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The SUBRECIPIENT agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the SUBRECIPIENT agrees to maintain same until COG, the applicable state or federal funding agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**E. Funding Agency Changes.**

The SUBRECIPIENT shall at all times comply with all applicable state and federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the funding agreement between such agency and COG, as they may be amended or promulgated from time to time during the term of this Contract. SUBRECIPIENT failure to comply shall constitute a material breach of this Contract.

**F. Clean Air. 42 U.S.C. § 7401 et seq.**

1. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.
2. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.

3. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

**G. Recycled Products. 42 U.S.C. § 6962**

1. The Recycled Products requirements apply to all contracts for items designated by the EPA, when COG or the SUBRECIPIENT procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.
2. The SUBRECIPIENT agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

**H. No Government Obligation to Third Parties.**

1. The SUBRECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities of COG, the SUBRECIPIENT, or any other person (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The SUBRECIPIENT agrees to include the above clause 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 SUBRECIPIENT that will be subject to its provisions.

**I. Program Fraud and False or Fraudulent Statements and Related Acts.**

31 U.S.C. § 3801 et seq.

1. The SUBRECIPIENT 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 its actions pertaining to this PROJECT. Upon execution of the underlying contract, the SUBRECIPIENT 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 of the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBRECIPIENT 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 SUBRECIPIENT or to the extent the Federal Government deems appropriate.
2. The SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(N)(1) on the SUBRECIPIENT, to the extent the Federal Government deems appropriate.
3. The SUBRECIPIENT 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 SUBRECIPIENT who will be subject to the provisions.

**J. Termination. 49 U.S.C. Part 18**

Applicable to all contracts in excess of \$10,000



1. **Termination for Convenience.** COG, by written notice, may terminate this Contract, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in COG's best interest. If this Contract is terminated, COG shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.
2. **Termination for Default (Breach or Cause).** If the SUBRECIPIENT fails to perform in the manner called for in this Contract, or if the SUBRECIPIENT fails to comply with any other provisions of the Contract, COG may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the SUBRECIPIENT setting forth the manner in which the Contract is in default. The SUBRECIPIENT will only be paid the contract price for services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by COG that the SUBRECIPIENT had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of the SUBRECIPIENT, COG, after setting up a new delivery of performance schedule, may allow the SUBRECIPIENT to continue work, or treat the termination as a termination for convenience.
3. COG in its sole discretion may, in the case of termination for breach or default, allow the SUBRECIPIENT ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the SUBRECIPIENT fails to remedy to COG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the ten (10) working days after receipt by the SUBRECIPIENT of written notice from COG setting forth the nature of said breach or default, COG shall have the right to terminate the Contract without further obligation to the SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against the SUBRECIPIENT and its sureties for said breach or default.

4. In the event COG elects to waive its remedies for any breach by the SUBRECIPIENT of any covenant, term or condition of this Contract, such waiver by COG shall not limit COG's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.
- K. **Civil Rights Requirements.** 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332
1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the SUBRECIPIENT agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.
  2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:
    - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the SUBRECIPIENT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment

Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the SUBRECIPIENT agrees to comply with apprenticeship. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

- b. **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and other applicable law, the SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.
  - c. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the SUBRECIPIENT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.
3. The SUBRECIPIENT also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

**L. Breaches and Dispute Resolution.**

1. **Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the COG Executive Director or his/her designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, the SUBRECIPIENT mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the SUBRECIPIENT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the SUBRECIPIENT, and the SUBRECIPIENT shall abide the decision.
2. **Performance During Dispute.** Unless otherwise directed by COG, the SUBRECIPIENT shall continue performance under this Contract while matters in dispute are being resolved.
3. **Claim for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4. **Remedies.** Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the SUBRECIPIENT arising out of or relating to this agreement or its breach may be submitted by the parties for arbitration if the parties mutually agree, otherwise, such claims, counterclaims, disputes and other matters shall be decided by a court of competent jurisdiction within the District of Columbia.
5. **Rights and Remedies.** The duties and obligations imposed by the Contract and the rights and remedies available there under shall be in addition to and not a limitation of any duties,



obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by COG or the SUBRECIPIENT shall constitute a waiver or any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

**M. Patent and Rights in Data.**

1. **Rights in Data.** The following requirements apply to each contract involving experimental, developmental or research work:
  - a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; CDs or flash drives (thumbsticks/thumbdrives) containing data; and any other information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
  - b. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
    - i. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections M.2.a and M.2.b of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.
      - (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
      - (2) Any rights of copyright purchased by the Purchaser or the SUBRECIPIENT using federal assistance.
2. **Patent Rights.** The following requirements apply to each contract involving experimental, developmental, or research work:
  - a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and the SUBRECIPIENT agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the federal funding agency is ultimately notified.
  - b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the SUBRECIPIENT status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the SUBRECIPIENT agree to take the necessary actions to provide, through the federal funding agency, those rights in that invention due the Federal Government as described in the U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part

401.

- c. The SUBRECIPIENT also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

**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. Interest of Employees of COG.**

No employee of COG who exercises any functions or responsibilities in review or approval of the undertaking or carrying out the PROJECT during his or her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Contract or the proceeds thereof.

**P. Interest of the SUBRECIPIENT.**

The SUBRECIPIENT covenants that it has presently no financial interest, shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The SUBRECIPIENT further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

**Q. Allowable Costs.**

Only those costs which are consistent with Title 2 Part 200 of the Code of Federal Regulations shall be reimbursed under this Contract.

**R. Covenant Against Contingent Fees.**

The SUBRECIPIENT warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of warranty shall give the Contracts Officer the right to terminate this Contract or, in his discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the SUBRECIPIENT upon contracts or sales secured or made through a bona fide established commercial or selling agency maintained by the SUBRECIPIENT for the purpose of securing business.

**S. Indemnification.**

The SUBRECIPIENT, acting as an independent SUBRECIPIENT, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.

**T. Severability.**

It is understood and agreed by the parties that if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as of not containing the particular provision or provisions held to be invalid in the said particular state, county or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

U. Assignments.

This Contract shall not be assigned, sublet or transferred in whole or in part by the SUBRECIPIENT, except with the previous written consent of the COG Contracting Officer or his designee.

V. Entire Agreement.

This Contract sets forth the entire understanding of the parties and supersedes all previous agreements, whether oral or in writing, relating to the subject matter hereof. This Contract may only be altered, amended or modified in accordance with Changes Clause of this Contract.

W. Confidential or Personal Data.

1. COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only
  - (i) when necessary to fulfill COG's information-gathering and data collection responsibilities, or
  - (ii) in conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.
2. Whenever feasible and the requirements of a project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored or retained.
3. When COG engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
  - a. The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.
  - b. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
  - c. The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.
  - d. COG shall retain control over and ownership of all surveys, web pages, control files and scripts, database schema, and database contents, in addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.
  - e. No release of any announcements intended for public dissemination concerning the collection or storage of such information by or through the survey, website or other data collection shall occur until COG has given prior written authorization, unless COG specifically agrees in writing otherwise.
  - f. In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party(ies) working with COG on the PROJECT shall be responsible for any required notification to persons who have entered personal information in



that system and all costs related thereto.

- g. The PROJECT documents shall provide that other parties working with COG on the survey, website or other data collection or storage shall indemnify COG with at least the following commitment:

The [SUBRECIPIENT or other party] shall indemnify and hold COG harmless from and shall be solely responsible, for the payment of any and all claims for loss, personal injury, death, property damage, infringement or misappropriation of any third party's intellectual property rights, violation of privacy, confidentiality or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of the work under this [agreement or memorandum of understanding].

- h. At the end of the project or contract, any personal or confidential information shall be given to COG or destroyed and a certification of destruction provided to COG by the SUBRECIPIENT or other party.

**X. COG's Policies and Procedures.**

When federal law, or any grant conditions, certifications or assurances require COG to utilize competitive procurement procedures for selection of a SUBRECIPIENT, COG's policies and procedures shall govern every aspect of the SUBRECIPIENT selection process, e.g., the solicitation, evaluation, award, and post-award process (including, without limitation, any protest of an award, and the terms and conditions under which a contract may be approved, executed and administered). Any SUBRECIPIENT and potential SUBRECIPIENT will be provided with a copy of such policies and procedures, on request.

**Y. COG's Information Technology Policy.**

Contractors that must access COG's Information Technology systems or require a COG login account to perform their duties must adhere to COG's Information Technology Policies and Procedures. Such contractors will receive a copy of the policies and procedures prior to receiving access to COG's IT systems.

**Z. COG's Facilities, Policies, and Procedures.**

Contractors that must use any of COG's facilities or equipment must adhere to COG's Facilities, Policies and Procedures. Contractors that utilize any AV or IT equipment through the use of COG's facilities shall also comply with COG's IT Policy. Such contractors will receive a copy of all relevant procedures prior to receiving access to COG's IT systems.

**AA. Additional Requirements.**

In addition to the terms and conditions expressly referenced in this Contract, the SUBRECIPIENT acknowledges and agrees that the terms and conditions of any federal or state grant that provides funding for this Contract, in whole or in part, shall apply to and shall govern the parties' rights and obligations under this Contract and shall be deemed additional terms, conditions and requirements of this Contract.

**BB. DBE Assurance.**

The SUBRECIPIENT or \_\_\_\_\_ shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the COG deems appropriate.



**CC. Audits.**

Per the Enhanced Mobility Circular, COG as the Designated Recipient for Enhanced Mobility funds will collect A-133 audit reports from the SUBRECIPIENT receiving more than \$750,000 in federal funds. At a minimum, the SUBRECIPIENT is required to bring to COGTPB's attention any audit findings relevant to its use of FTA funds. The SUBRECIPIENT is not subject to A-133 audit requirements and may require additional monitoring, in a format elected by COG, to ensure compliance.

**DD. FFATA Reporting.**

1. The Federal Funding Accountability and Transparency Act ("FFATA") requires prime recipients of federal grants and contracts to report sub-award and executive compensation data. COG is the prime recipient of federal awards for the purposes of this policy and is responsible for reporting sub-award data.
2. COG and first-tier sub-awardees are required to maintain current registration in the System for Awards Management ("SAM") as well as obtain a DUNS number. COG is responsible for filing the report in the FSRs system, not sub-awardees. However, sub-award recipients must provide the following information to COG before they will be eligible to receive the sub-award:
  - a. The entity's information;
  - b. Description and/or title of the sub-award (including NAICS code or CFDA number);
  - c. Date and amount of award;
  - d. Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country;
  - e. Active and current SAM unique identifier;
  - f. DUNS number;
  - g. Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient **if** all three criteria are met:
    - i. Federal awards make up 80% or more of the SUBRECIPIENT's annual gross revenues; and
    - ii. the SUBRECIPIENT's annual gross revenue from federal awards is \$25 million or more; and
    - iii. the SUBRECIPIENT's officer names are not publicly available and the public does not have access to data on executive compensation of the entity through the Securities and Exchange Commission (SEC) as described in further detail in OMB Guidance on Sub-award and Executive Compensation Reporting (August 27, 2010).

(COG, as the prime recipient of the federal award, must also report its own executive compensation data by the end of the month following the award if the same criterion noted above is met.)

**EE. Priority of Requirements.**

In the event of a conflict between or among any of the terms, conditions and requirements applicable to this Contract, the conflict shall be resolved by giving weight in accordance with the following priorities, in the order as stated below:

1. Terms and conditions of any grant that provides funding for this Contract, in whole or in part;
2. Terms and conditions set forth or referenced within this Contract;
3. Terms and conditions and representations set forth or referenced within Attachments A and F to this Contract;

4. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;
5. Offers, representations, promises, terms and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.

**ATTACHMENT G**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS**

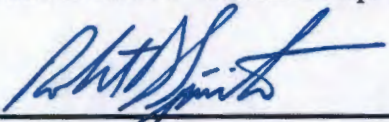
The prospective SUBRECIPIENT certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 24 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

SUBRECIPIENT understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

City of Rockville  
 Typed Name of SUBRECIPIENT

Robert DiSpirito, City Manager  
 Typed Name & Title of Authorized Representative

  
 Signature of Authorized Representative

6/3/19  
 Date



MAYOR AND COUNCIL Meeting Date: August 4, 2025  
Agenda Item Type: DISCUSSION, INSTRUCTIONS AND POSSIBLE ADOPTION  
Department: FINANCE  
Responsible Staff: KIM FRANCISCO

---

## Subject

Introduction and Adoption of an Ordinance to amend Ordinance No. 07-25 to appropriate funds and levy taxes for FY 2026 (Budget Amendment #1)

---

## Department

Finance

---

## Recommendation

In accordance with the City Charter, since the budget ordinance is adopted at the fund level, a change in the appropriated amount of any fund requires action by the Mayor and Council. The vehicle for such action is an amendment to the budget ordinance. The proposed ordinance, Attachment 1, would amend the FY 2026 budget. The FY 2026 budget was adopted by the Mayor and Council on May 5, 2025.

If the Mayor and Council wish to proceed with adoption of the ordinance at the same meeting, the ordinance should first be introduced and then a motion should be made to waive the layover period. If the motion to waive the layover period is approved by an affirmative vote of six or more members of the Mayor and Council, a motion to adopt the ordinance may then proceed.

---

## Discussion

The proposed ordinance, Attachment 1, would amend the FY 2026 budget as described in this agenda report and detailed on Attachment 2.

### **Amendment Detail (Attachment 2)**

This amendment includes operating and capital improvements program (CIP) budget adjustments as described below.

### ***Operating Budget***

Department of Energy (DOE) Energy Efficiency Community Block Grant (EECBG) (General Fund, \$109,900 revenue and expenditure increase): This grant funding to install solar on the rooftop at Lincoln Park Community Center will be re-appropriated in FY 2026.

Department of Homeland Security State and Local Cybersecurity Grant Program (General Fund, \$135,686 revenue and expenditure increase): This grant funding will cover the first two years of



asset discovery and vulnerability management software. After the first two years, the city will take on the cost, which has already been negotiated at \$79,000 total for the next two-year period.

Housing Needs Assessment Funding Re-Appropriation (General Fund, \$100,000 expenditure increase supported by unassigned reserves): During FY 2025 \$100,000 was added to the Department of Housing and Community Development's budget to conduct a housing needs assessment. The contract for this assessment was not awarded by the end of FY 2025, so this funding is being re-appropriated in FY 2026 to award the contract and conduct the assessment.

King Farm Farmstead WSSC Charges (General Fund, \$25,200 expenditure increase supported by unassigned reserves): Now that water and sewer infrastructure has been added to the King Farm Farmstead property, funding for WSSC account maintenance and infrastructure fees, as well as a small amount of maintenance usage, needs to be added to the Facilities Maintenance budget.

Painting of CSX Overpass at Park Road (General Fund, \$135,000 expenditure increase supported by unassigned reserves): This funding allows for the painting of the East Rockville face of the CSX bridge over Park Road with "I (heart) Rockville". The cost includes CSX fees and qualified bridge painting contractor services to prepare and paint the bridge.

Wayfinding Phase 1A (General Fund, \$160,000 expenditure increase supported by unassigned reserves): The Department of Public Works has developed a multi-phase project based on the Wayfinding Study conducted in 2021. This amendment provides funding for Phase 1A Wayfinding, which includes fabricating and installing 46 signs and removing 40 existing signs in the Town Center area. City staff will install the new signs and remove the existing signs. This phase includes vehicular, pedestrian, destination, and parking directional signage which will be implemented first in Town Center, and then throughout the rest of the city. Phase 1B Wayfinding, which is not currently funded, includes fabricating and installing 45 signs and removing 13 existing signs throughout the rest of the city. Phase 1B Wayfinding funding will be proposed through a future budget. Future Phases beyond 1A and 1B include gateways, kiosks, and Parks and Facilities monumental signs.

Transfer to the Special Activities Fund for REAP (General Fund, \$100,000 expenditure increase supported by unassigned reserves): This transfer to the Rockville Emergency Assistance Program (REAP) supports the increased demand for financial assistance that staff anticipate this fiscal year due to widespread federal layoffs, and help to support the program's new assistance category of payments to childcare providers, approved by the Mayor and Council on May 19.

Appropriation of Committed Reserves (General Fund, total \$2,080,000 expenditure increase supported by committed reserves): With the adoption of the FY 2026 budget ordinance the Mayor and Council committed just over \$2 million in General Fund reserves for the purposes shown below. This amendment appropriates this funding to allow these items to move forward.

- \$750,000 for a transfer to the Special Activities Fund for a subsidy to the Housing Opportunities Fund sub-account
- \$280,000 for a Green Space Management Plan
- \$250,000 for a contribution to support a new vehicle for the Rockville Volunteer Fire Department (RVFD)
- \$800,000 for a transfer to the CIP to support the construction for the Senior Center Entrance (TA24) project

Re-appropriation of REAP Funding for Bethany House (Special Activities Fund, \$80,000 expenditure increase supported by reserves): During FY 2025 the Mayor and Council approved funding within the Department of Housing and Community Development to, in partnership with Montgomery County, clear tenants' rental arrears at Bethany House, a non-profit senior affordable housing provider. This funding was not encumbered by the end of the fiscal year, so it is being re-appropriated in FY 2026 via this budget amendment.

Community Development Block Grant (CDBG) Year 50 Grant Roll (CDBG Fund, \$75,000 revenue and expenditure increase): At the end of FY 2025, \$75,000 of the city's Year 50 CDBG grant was unobligated. This amount needs to be re-appropriated in FY 2026 to complete the Year 50 grant work.

1.0 FTE Crew Supervisor II (Water Fund, \$108,000 expense increase): This new position implements and manages the increased workload within the Water Meter Shop for the Public Works Operations Maintenance Division. This position will assist in implementing the Mayor and Council's guiding principles, specifically the core commitment to provide stewardship of the environment and infrastructure. The Water Meter Shop Crew Supervisor is a strategic move to prepare for the implementation of Advanced Metering Infrastructure (AMI), improve efficiency, ensure compliance, enhance service delivery, and manage growing operational complexity. The position will result in long-term cost savings, better asset management, and improved public service outcomes. The total Water Fund request is for \$108,000 which includes a leased vehicle, salary and benefits, and computer hardware and software.

### ***Capital Improvements Program (CIP) Budget***

Community Parks and Playgrounds Grant (RC26, Capital Projects Fund, \$225,000 revenue and expenditure increase): This grant funding will replace playground equipment at Fallsgrove Park, freeing up currently appropriated funding to move forward additional playground structure replacement planned for Horizon Hill Park.

Senior Center Entrance Construction (TA24, Capital Projects Fund, \$800,000 expenditure increase): As noted above, the FY 2026 adopted budget ordinance committed \$800,000 to fund the construction portion of the Senior Center Entrance (TA24) CIP project.

Water Treatment Plant Safety Improvements (UB19, Water Fund, \$210,000 expense increase): The June 2, 2025 budget amendment (FY 2025 budget amendment #4) included additional funding to accommodate updated construction support requirements and construction

contingency. As explained in that amendment, due to the timing of the adjustment this same \$210,000 needs to be reappropriated in FY 2026.

---

## Impact Statements

### Equity

This amendment includes funding for the following items that address equity in the city:

- Funding for a housing needs assessment to analyze existing conditions and future needs, and to help the city understand how to use its resources to further housing affordability and stability goals.
- Additional funding for REAP to accommodate increased support to community members facing financial hardships as a result of mass layoffs in the federal workforce, as well as to address childcare affordability.
- A contribution to the Housing Opportunities Fund sub-account to support affordable housing initiatives in the city.
- Support for non-profit senior affordable housing provider Bethany House on its high number of tenants with large rental arrears. Given the vulnerability of seniors on minimal fixed-incomes, preventing evictions at this location is an urgent need.

### Environment

This amendment includes funds for solar installation at Lincoln Park Community Center, a green space management plan, the Water Treatment Plant Safety Improvements (UB19) CIP project, which funds the transition to safer processing at the city's Water Treatment Plant.

### Economy

There are no significant economic impacts resulting from the adoption of this budget amendment.

---

## Mayor and Council History

This is the first budget amendment for FY 2026. The FY 2026 budget was adopted by the Mayor and Council on May 5, 2025.

---

## Fiscal Impact

The following operating fund(s) will be adjusted if this budget amendment is adopted.

TABLE 1

Operating Fund	Adopted Budget	8/4/2025 Amendment	Amended Budget
General Fund	\$117,087,900	\$2,845,786	\$119,933,686
Water Fund	\$16,314,940	\$108,000	\$16,422,940
Sewer Fund	\$15,982,230	\$-	\$15,982,230
Refuse Fund	\$8,759,240	\$-	\$8,759,240
Parking Fund	\$2,926,520	\$-	\$2,926,520

Stormwater Mgt Fund	\$7,625,700	\$-	\$7,625,700
Special Act. Fund	\$1,797,500	\$930,000	\$2,727,500
CDBG Fund	\$263,000	\$75,000	\$338,000
Speed Camera Fund	\$1,380,080	\$-	\$1,380,080
Debt Service Fund	\$3,342,000	\$-	\$3,342,000
<b>Total</b>	<b>\$175,479,110</b>	<b>\$3,958,786</b>	<b>\$179,437,896</b>

The following Capital Improvements Program (CIP) fund(s) will be adjusted if this budget amendment is adopted:

TABLE 2

<b>CIP Fund</b>	<b>Adopted Budget</b>	<b>8/4/2025 Amendment</b>	<b>Amended Budget</b>
Capital Projects Fund	\$54,536,325	\$1,025,000	\$55,561,325
Water Fund	\$29,218,055	\$210,000	\$29,428,055
Sewer Fund	\$15,249,173	\$-	\$15,249,173
Refuse Fund	\$719,618	\$-	\$719,618
Stormwater Mgt Fund	\$19,619,853	\$-	\$19,619,853
Special Activities Fund	\$ 1,370,286	\$-	\$ 1,370,286
Speed Camera Fund	\$-	\$-	\$-
<b>Total</b>	<b>\$120,713,310</b>	<b>\$1,235,000</b>	<b>\$121,948,310</b>

## Attachments

Attach1\_BudgetOrdinance\_080425, Attach2\_AmendmentDetail\_080425



ORDINANCE NO. \_\_\_\_\_

ORDINANCE: To Amend Ordinance  
07-25 to Appropriate  
Funds and Levy  
Taxes for Fiscal Year  
2026.

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF ROCKVILLE,  
MARYLAND** as follows:

*SECTION I - ANNUAL OPERATING APPROPRIATIONS*

There are hereby appropriated for the fiscal year beginning July 1, 2025, and ending June 30, 2026, out of the revenues accruing to the City for the purpose of operations, the several amounts hereinafter listed under the column designated "Amounts Appropriated":

<b>FUNDS</b>	<b>AMOUNTS APPROPRIATED</b>	
General Fund	[\$117,087,900]	<u>\$119,933,686</u>
Water Fund	[\$16,314,940]	<u>\$16,422,940</u>
Sewer Fund	\$15,982,230	
Refuse Fund	\$8,759,240	
Parking Fund	\$2,926,520	
Stormwater Management Fund	\$7,625,700	
Special Activities Fund	[\$1,797,500]	<u>\$2,727,500</u>
Community Development Block Grant	[\$263,000]	<u>\$338,000</u>
Speed Camera Fund	\$1,380,080	
Debt Service Fund	\$3,342,000	
Town Center Management District Fund	\$0	

The "Amounts Appropriated" by this section totaling [\$175,479,110] \$179,437,896 shall be for the annual operating expenses of the departments and agencies of the City and shall be disbursed pursuant to the City Charter and the City Code, under the supervision of the City Manager.

*SECTION II - CAPITAL PROJECTS APPROPRIATIONS*

There is hereby appropriated out of the revenues accruing to the City for the purpose of capital improvements, the several amounts hereinafter listed under the column designated

"Amounts Appropriated":

<b>FUNDS</b>	<b>AMOUNTS APPROPRIATED</b>	
Capital Projects Fund	[\$54,536,325]	<u>\$55,561,325</u>
Water Fund	[\$29,218,055]	<u>\$29,428,055</u>
Sewer Fund	\$15,249,173	
Refuse Fund	\$719,618	
Stormwater Management Fund	\$19,619,853	
Special Activities Fund	\$1,370,286	
Speed Camera Fund	\$0	

The "Amounts Appropriated" by this section totaling [\$120,713,310] \$121,948,310 shall be for improvement projects and shall be disbursed pursuant to the City Charter and the City Code, under the supervision of the City Manager.

*SECTION III - GENERAL LEVY*

There is hereby levied against all assessable real property within the corporate limits of the City a tax at the rate of twenty-nine and two-tenths cents (\$0.292) on each \$100 of assessable value of said property. There is also hereby levied, against all assessable personal property within the corporate limits of the City, a tax at the rate of eighty and one-half cents (\$0.805) on each \$100 of assessable value of said property. These taxes are hereby levied in order, together

with other available revenues and funds of the City government, to provide funds for the "Amounts Appropriated" as set forth in the foregoing Section I. The tax levies herein provided in this section shall not apply to property in the City of Rockville to the extent that such property is not subject to taxes as provided in any valid and binding annexation agreement.

*SECTION IV – TOWN SQUARE PARKING DISTRICT LEVY*

There is hereby levied against all non-exempt real property within the Town Square Parking District a tax at the rate of thirty-three cents (\$0.33) on each \$100 of assessable value of said property. These taxes are hereby levied in order, together with other available revenues and funds of the City government, to provide funds for the "Parking Fund" as listed in the "Amounts Appropriated" in Section I.

*SECTION V – TOWN SQUARE STREET AND AREA LIGHTING DISTRICT LEVY*

There is hereby levied against all non-exempt real property within the Town Square Street and Area Lighting District a tax at the rate of zero cents (\$0.00) on each \$100 of assessable value of said property. These taxes are hereby levied in order, together with other available revenues and funds of the City government, to provide funds for the "Town Center Management District Fund" as listed in the "Amounts Appropriated" in Section I.

*SECTION VI – TOWN SQUARE COMMERCIAL DISTRICT LEVY*

There is hereby levied against all commercial real property within the Town

Square Commercial District a tax at the rate of zero cents (\$0.00) on each \$100 of assessable value of said property. These taxes are hereby levied in order, together with other available revenues and funds of the City government, to provide funds for the “Town Center Management District Fund” as listed in the “Amounts Appropriated” in Section I.

*[SECTION VII – RESERVES*

There is hereby committed \$2,080,000 in General Fund unassigned fund balance to support the following operating budget items: \$750,000 for a subsidy to the Housing Opportunities Fund sub-account, \$280,000 for a Green Space Management Plan, \$250,000 for a contribution to the Rockville Volunteer Fire Department for the purchase of a new vehicle, and \$800,000 for a transfer to the Capital Projects Fund to fund the construction of the Senior Center Entrance (TA24) CIP project.]

NOTE: [Brackets] indicate material deleted.  
Underlining indicates material added.

\*\*\*\*\*

I hereby certify that the foregoing is a true and correct copy of an Ordinance adopted  
by the Mayor and Council of Rockville at its meeting of

---

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

## FY 2026 Budget Amendment #1 - August 4, 2025

### OPERATING

GENERAL	Revenues		Expenditures	
	EECBG Grant: LPCC Rooftop Solar (roll from FY25)	109,900	LPCC Rooftop Solar Project (grant-funded, roll from FY25)	109,900
	State and Local Cybersecurity Grant	135,686	IT Software (grant-funded)	135,686
	Unassigned reserves	520,200	Housing Needs Assessment (re-appropriate from FY25)	100,000
			King Farm Farmstead WSSC Charges	25,200
			Painting of CSX Overpass at Park Road	135,000
			Wayfinding Phase 1A	160,000
			Transfer to the Special Activities Fund (REAP)	100,000
	Committed reserves	2,080,000	Transfer to the Special Activities Fund (Housing Oppor.)	750,000
			Green Space Management Plan	280,000
			RVFD Vehicle Contribution	250,000
			Transfer to the CIP (TA24)	800,000
	<b>TOTAL</b>	<b>2,845,786</b>	<b>TOTAL</b>	<b>2,845,786</b>

ACT.	Revenues		Expenditures	
	Transfer from the General Fund (Housing Oppor.)	750,000	Addition to reserves (Housing Opportunities)	750,000
	Transfer from the General Fund (REAP)	100,000	REAP	100,000
	Use of reserves (REAP)	80,000	REAP for Bethany House (re-appropriate from FY25)	80,000
	<b>TOTAL</b>	<b>930,000</b>	<b>TOTAL</b>	<b>930,000</b>

CDBG	Revenues		Expenditures	
	CDBG Year 50 grant revenue	75,000	CDBG Year 50 grant roll	75,000
	<b>TOTAL</b>	<b>75,000</b>	<b>TOTAL</b>	<b>75,000</b>

WATER	Revenues		Expenses	
	Use of reserves	108,000	1.0 FTE Crew Supervisor II (Public Works)	108,000
	<b>TOTAL</b>	<b>108,000</b>	<b>TOTAL</b>	<b>108,000</b>

### CAPITAL IMPROVEMENTS PROGRAM (CIP)

CAPITAL	Revenues		Expenditures	
	Community Parks and Playgrounds Grant	225,000	Playground Structure Replacement (RC26, grant funded)	225,000
	Paygo (Transfer from General Fund)	800,000	Senior Center Entrance (TA24)	800,000
	<b>TOTAL</b>	<b>1,025,000</b>	<b>TOTAL</b>	<b>1,025,000</b>

WATER	Revenues		Expenses	
	Paygo	210,000	Water Treatment Plant Safety Improvements (UB19)	210,000
	<b>TOTAL</b>	<b>210,000</b>	<b>TOTAL</b>	<b>210,000</b>



MAYOR AND COUNCIL Meeting Date: August 4, 2025  
Agenda Item Type: DISCUSSION AND POSSIBLE APPROVAL  
Department: CITY MANAGER'S OFFICE (CMO)  
Responsible Staff: JEFF MIHELICH

---

## **Subject**

Approve and authorize the City Manager to execute The Square at Rockville City Center Memorandum of Understanding (MOU) between the Mayor and Council and Morguard Commercial Retail Owner and Morguard Commercial Residential Owner.

---

## **Department**

City Manager's Office (CMO)

---

## **Recommendation**

Staff recommends that the Mayor and Council approve The Square at Rockville City Center MOU between the Mayor and Council and Morguard Commercial Retail Owner and Morguard Commercial Residential Owner and authorize the City Manager to execute it.

---

## **Change in Law or Policy**

If approved, the MOU replaces the previously approved Interim Management Agreement.

---

## **Discussion**

The attached MOU has been developed by both parties as a framework for Morguard and the City of Rockville to work together expeditiously, and in good faith, to help ensure that The Square at Rockville City Center is a vibrant, safe and well-managed neighborhood that offers residents and visitors a healthy, active and environmentally friendly amenities and entertainment.

Key components of the agreement, among others, include:

- A. In exchange for the improvements noted in the agreement, the City agrees not to levy a Town Square Commercial District tax or the Street and Area Lighting District tax for a period of five years.
- B. The parties agree to work collaboratively on several signage improvements, including new murals, wayfinding, and banners in and around The Square and Rockville Town Center, including signs on the WAMATA pedestrian bridge and CSX railroad bridge.
- C. The parties agree to work collaboratively to amend the Parking Garage Lease Agreement and develop a detailed parking garage lease agreement that includes the

release of many city-designated spaces, the continued provision of ninety (90) minutes of free public parking, and the potential subleasing of some spaces for private use.

- D. The parties agree to install and maintain Wi-Fi services for public use in and around the city plaza.
- E. Morguard agrees to install security cameras in and around The Square and provide the Rockville City Police Department with access to the footage.
- F. The parties agree to continue providing public events and concerts at the city plaza.
- G. Morguard commits to providing the City of Rockville with the use of vacant retail space of sufficient size such that the Department of Recreation and Parks may offer programming.
- H. The parties agree that the city may offer leasing incentives to significant retail tenants in The Square, on the condition that those tenants will generate enhanced employment opportunities, sales tax revenue, business multipliers, and space improvements, and that any incentives provided will contain claw-back provisions.

---

## **Impact Statements**

### **Equity**

The provision of free Wi-Fi at The Square will assist in bridging the digital divide. Residents and members of the public who may not have reliable internet or lack access will be able to use the publicly available Wi-Fi at The Square.

### **Environment**

The MOU has a provision that requires ongoing maintenance of the streetscape and streetscape amenities and critical infrastructure, such as grease traps in The Square. All these contribute positively to the sustainability of the environment.

### **Economy**

The commitment by both parties increases investment in the downtown area, thus promoting business retention and attraction. The potential activation of vacant retail spaces with recreational programs may enhance the economic activities in the area and attract more people to the area who would have otherwise not been able to visit The Square and, as a result, visit the businesses.

---

## **Mayor and Council History**

This is the first time the Mayor and Council is considering this Memorandum of Understanding (MOU).

---

## **Fiscal Impact**

Sufficient funding is available in the FY 2026 adopted budget to cover the items listed under Mayor and Council Commitments. However, funding for wayfinding and placemaking described under Signage Improvements will be included in the August 4, 2025, budget amendment. Future budget amendments may be needed for binding agreements for items such as leasing incentives and programming associated with the use of vacant retail space.

---

### **Next Steps**

Following the approval and execution of the MOU staff will proceed with implementation including the development of future binding agreements as necessary to fulfill the commitments of the agreement.

---

### **Attachments**

The Square - Memorandum of Understanding - August 4, 2025



---

**THE SQUARE AT ROCKVILLE CITY CENTER  
MEMORANDUM OF UNDERSTANDING**

---

This **THE SQUARE AT ROCKVILLE CITY CENTER MEMORANDUM OF UNDERSTANDING** (this “MOU”) is effective this 1<sup>st</sup> day of July 2025 (the “**Effective Date**”) by and among (i) **THE MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation and body politic of the State of Maryland, acting through its City Manager (the “**Mayor and Council**”); (ii) **MORGUARD ROCKVILLE RETAIL LLC**, a Delaware limited liability company, as to an undivided 78% interest, and **MORGUARD ROCKVILLE II LLC**, a Delaware limited liability company, as to an undivided 22% interest, as tenants in common (together, the “**Morguard Commercial Retail Owner**”); and (iii) **MORGUARD FENESTRA APARTMENTS LLC**, a Delaware limited liability company (the “**Morguard Commercial Residential Owner**”). Individually, the Mayor and Council, the Morguard Commercial Retail Owner, and the Morguard Commercial Residential Owner may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, the Mayor and Council was instrumental in the establishment of a 12.5 acre mixed-use development located in the heart of Rockville City Center, and is encompassed within the area bounded by Beall Avenue to the north, Hungerford Drive to the east, Middle Lane to the south, and North Washington Street to the west, except for the land identified as ownership lots 16A and 16B, Parcel N 127, Block B, City Center (“**The Square at Rockville City Center**”); and

**WHEREAS**, The Square at Rockville City Center consists of (i) a City of Rockville-owned public plaza, which is intended for use by the general public, and includes a pavilion, stage, interactive fountain and storm water management facilities (the “**City Plaza**”), (ii) a building owned by Montgomery County, Maryland which houses the Rockville Memorial Library and a commercial space (the “**Public Library Building**”), and (iii) five (5) mixed-use condominium developments, each of which is owned by a different condominium association (the “**Mixed-Use Developments**”); and

**WHEREAS**, all the commercial retail units in the Mixed-Use Developments are owned by the Morguard Commercial Retail Owner, and all the commercial residential apartment buildings in the Mixed-Use Developments are owned by the Morguard Commercial Residential Owner; and

**WHEREAS**, the Morguard Commercial Retail Owner and the Morguard Commercial Residential Owner (collectively, the “**Morguard Owners**”) and the Mayor and Council desire to work together expeditiously and in good faith to help ensure that The Square at Rockville City Center is a vibrant, safe and well-managed neighborhood that offers residents and visitors healthy, active and environmentally friendly amenities and entertainment; and

**WHEREAS**, the Morguard Owners and the Mayor and Council intend to work cooperatively to facilitate the success of The Square at Rockville City Center through a mutually agreed implementation strategy that reflects the goals and objectives of the Parties, and the Mayor and Council views this cooperation as an integral part of its 2025 Rockville Town Center Master Plan; and

**WHEREAS**, the Parties desire to enter into this MOU to establish the roles, responsibilities and protocols between the Morguard Owners and the Mayor and Council, and as a basis for future memorialized agreements.

**NOW, THEREFORE**, to support a collaborative and constructive process for the success of The Square at Rockville City Center, the Parties agree to pursue in good faith the following commitments to this MOU:

## **1. MAYOR AND COUNCIL COMMITMENTS**

a. Levying of Special Taxes. The Mayor and Council commits to (i) levy a Town Square Commercial District tax against all commercial property within The Square at Rockville City Center at a rate of zero cents (\$0.00) on each \$100 of assessable value of said property, and (ii) levy a Town Square Street and Area Lighting District tax against all non-exempt real property within The Square at Rockville City Center at a rate of zero cents (\$0.00) on each \$100 of assessable value of said property, for a period of five (5) years.

b. Signage Improvements. The Mayor and Council commits to (i) erecting, installing, constructing, repairing, and maintaining wayfinding signs at its sole expense in and around The Square at Rockville Town Center, (ii) designing, installing and maintaining, at its sole expense, signage along the periphery of The Square at Rockville City Center, directing people to The Square at Rockville Town Center, (iii) working with the Washington Metropolitan Area Transit Authority to install signage along the pedestrian bridge near The Square at Rockville City Center noting “Rockville Town Center,” and (iv) partnering with the Morguard Owners to identify other opportunities (including cost sharing) to install additional signage and murals on public and private property on or near The Square at Rockville City Center.

c. Management and Maintenance of Public Parking Garages. The Mayor and Council, as owner and lessor of the three (3) public parking garages in The Square at Rockville City Center (the “**City Owned Garages**”), commits to working with the Morguard Commercial Retail Owner, lessee of the City Owned Garages, to amend the Parking Garage Lease Agreement in order to:

i. permit the Morguard Commercial Retail Owner to sublease and/or license full sized parking spaces in the “Block 4 Parking Garage” located at 330 Hungerford Drive to use and operate for a purpose other than as a first-class public parking garage facility, for a period not to exceed five (5) years; and

ii. require the Mayor and Council to reduce the number of designated parking spaces in the “Block 4 Parking Garage” that the Mayor and Council has a right to use, at no expense or charge, from forty (40) designated parking spaces to not more than five (5) designated parking spaces, for a period of five (5) years.

d. Wi-Fi Network Improvements. In order to provide the general public with free Wi-Fi network services in and around the City Plaza, the Mayor and Council commits to paying the monthly operating cost, estimated to be \$417.68 per month, of the Morguard Commercial Retail Owner’s Wi-Fi network, which will be located on the Morguard Commercial Retail Owner’s property in The Square at Rockville City Center (the “**Morguard Wi-Fi Network**”).

e. Leasing Incentives. The Mayor and Council commits to working with the Morguard Commercial Retail Owner on offering potential scalable leasing incentives to significant retail tenants in The Square at Rockville City Center, on the condition that those tenants will generate enhanced employment opportunities, sales tax revenue, business multipliers and space improvements and that any incentives provided will contain claw back provisions.

## **2. MORGUARD OWNERS COMMITMENTS**

a. Management and Maintenance of The Square at Rockville City Center. The Morguard Owners commit, both collectively and, as applicable, individually, to:

i. provide certain “streetscape maintenance” and “streetscape amenities maintenance” services for the “streetscape” and “streetscape amenities” in The Square at Rockville City Center, as set forth in Section 22-70 of the Rockville City Code;

ii. provide for the improvement and maintenance of certain “street and area lighting” in The Square at Rockville City Center, as may be required by the City Manager or his designee; and

iii. ensure that each of the tenants and/or lessees of the commercial retail units in the Mixed-Use Developments maintain the commercial retail units in accordance with all applicable City laws and regulations, including those laws and regulations relating to obsolete signage and the maintenance of infrastructure such as grease traps.

b. Management and Maintenance of Public Parking Garages. The Morguard Commercial Retail Owner, as lessee of the City Owned Garages, commits to providing 90 minutes of initial free parking in the City Owned Garages, but reserves the right to modify as needed to respond to its tenant needs and parking demand fluctuations. The Morguard Commercial Retail Owner would also be permitted, at its discretion, to discontinue the use of the “parking management availability system.” The Morguard Commercial Retail Owner and the Mayor and Council commit to reassessing the free parking arrangement after data is collected to ascertain the impact on parking demand and revenue generation.

c. Security and Monitoring. The Morguard Owners commit to providing increased security and monitoring activities within The Square at Rockville City Center to enhance the safety and security of persons and property in public areas by installing and maintaining security cameras and providing access to the footage, as needed, to the Rockville City Police Department.

d. Promotion and Marketing. The Morguard Owners commit to:

i. promote and program public events and activities in The Square at Rockville City Center, including the sponsorship of at least seventeen (17) concert events or other promotional events in the City Plaza each calendar year. The Morguard Owners' preauthorized public events and activities in the City Plaza will be prioritized and the City staff will program public events and activities during other times; and

ii. provide for the promotion and marketing of The Square at Rockville City Center.

e. Signage Improvements. The Morguard Commercial Retail Owner commits to erecting, installing, constructing, repairing, and maintaining new murals and banners at its sole expense in accordance with the terms of an amended and restated Revocable License and Maintenance Agreement.

f. Wi-Fi Network Improvements. The Morguard Commercial Retail Owner commits to erecting, installing, constructing, repairing, and maintaining the Morguard Wi-Fi Network which will be made available for free to the general public.

g. Use of Vacant Retail Space. The Morguard Commercial Retail Owner commits to providing the Mayor and Council with temporary use of vacant retail space in The Square at Rockville City Center of sufficient size, such that the Department of Recreation and Parks may offer programming. The Department of Recreation and Parks will be required to vacate the space upon 90 days' notice from the Morguard Commercial Retail Owner.

3. Each Party will respectfully cooperate with the other Party to advance the commitments and intent of this MOU.

4. This MOU is not meant to imply pre-approval by the Mayor and Council or the City Manager or his designees or any other approving authority of any planning, environmental or development applications that may be required, or to fetter the Mayor and Council's decision-making role.

5. The Parties agree that this MOU is a non-binding document, which may serve as the basis for future legally binding agreements and documents related to The Square at Rockville City Center.

**IN WITNESS WHEREOF**, the Parties have each executed, or caused to be duly executed, this Memorandum of Understanding under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, 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

**MORGUARD COMMERCIAL RESIDENTIAL  
OWNER**

**MORGUARD FENESTRA APARTMENTS  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
[Insert Name and Title]

**MORGUARD COMMERCIAL RETAIL  
OWNER**

**MORGUARD ROCKVILLE RETAIL LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_  
[Insert Name and Title]

**MORGUARD ROCKVILLE II LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_  
[Insert Name and Title]



MAYOR AND COUNCIL Meeting Date: August 4, 2025

Agenda Item Type: WORKSESSION

Department: CPDS - ZONING REVIEW & OTHER

Responsible Staff: HOLLY SIMMONS

---

## Subject

Fourth Work Session on the Zoning Ordinance Rewrite (ZOR): Uses, Parking, and Planning Commission  
Work Session Updates on FAST Development Review Process Recommendations

---

## Department

CPDS - Zoning Review & Other

---

## Recommendation

Staff recommend that the Mayor and Council hold a work session to discuss and provide direction on the ongoing Zoning Ordinance Rewrite and Comprehensive Map Amendment.

---

## Change in Law or Policy

The adoption of the new Comprehensive Zoning Map will replace the existing zoning map in its entirety.  
The adoption of the new Zoning Ordinance will replace the existing Zoning Ordinance in its entirety.

---

## Discussion

### Background

The city is undertaking a comprehensive rewrite of the city's Zoning Ordinance to modernize this chapter of the city code so that it better accommodates the changing living, working, and recreation trends of the 21st century. In conjunction with the Zoning Ordinance Rewrite, the city's zoning map will be updated through a Comprehensive Map Amendment (CMA) that will implement the rezonings recommended in the Rockville 2040 Comprehensive Plan.

The following objectives have been identified for the project:

- Implement many of the recommended land use actions identified in the Rockville 2040 Comprehensive Plan, including implementing the Plan's zoning recommendations.
- Accomplish goals from the city's ongoing FAST Initiative, making the development review and permitting process Faster, Accountable, Smarter, and Transparent.
- Incorporate planning and zoning best practices that have become common in the field of urban planning and in other similarly situated communities.
- Incorporate the city's commitment to equity, resilience, and sustainability, as described in the 2021 Mayor and Council social justice resolution and the 2022 Climate Action Plan.
- Ensure compliance with current federal and state regulations.

- Create a modern ordinance that can accommodate the changing living, working, and lifestyles of the 21st century.
- Create a user-friendly, accessible, and well-organized document that provides appropriate graphics and information to aid in its understanding.

The August 4 work session is intended to focus on the following elements of the ongoing Zoning Ordinance Rewrite and Comprehensive Map Amendment project:

- Uses (including the FAST 2 objective to transition certain Special Exception uses to Conditional uses)
- Parking
- Development review process (PC recommendations from the April 23rd and June 11th work sessions)

Prior to the planned Authorization to file the zoning text amendment and comprehensive map amendment applications on December 1, 2025, one more topical work session is scheduled for September 15 (a review of remaining topics, including public use space requirements, historic preservation, and signs, among others).

## Uses

### Use regulations overview

Regulating uses<sup>1</sup> (i.e., legally identifying where different activities, such as residential, commercial, or industrial activities, can be located within the City and the conditions under which they may persist) is one of the primary functions of the City's Zoning Ordinance. Each zone within the city permits certain uses while prohibiting or restricting others through *use permissions*. Use permissions define whether a use is allowed in each zoning district and generally answer the question, "Can this use occur here?" Rockville's Zoning Ordinance includes four use permissions:

- Permitted use: a use of land permitted by right anywhere within the zone
- Conditional use: a use that is permitted in a zone, but which must comply with specified conditions that may limit some aspect of that use (staff decision)
- Special exception use: a specific use that would not be appropriate generally or without restriction and must be based upon a finding that certain conditions exist, that the use conforms to the plan, and that the use is compatible with the existing neighborhood (Board of Appeals decision)
- Prohibited use: a use of land or building not permitted anywhere within the zone, either by right or by special exception

In the current Zoning Ordinance, the array of land uses anticipated in the city is arranged in matrices called *use tables*, with one of the four use permissions assigned to each use in each zone, as follows:

- Permitted use: P
- Conditional use: C
- Special exception use: S
- Prohibited use: Blank

---

<sup>1</sup> The City of Rockville Zoning Ordinance currently defines the term *use* as "the purpose for which a lot or portion thereof or the building or structure thereon or part thereof is designed, arranged, or intended and for which it is or may be used, occupied or maintained." (Sec. 25.03.02).

In addition to use permissions, uses are regulated by *use standards*, which are specific conditions or requirements that a particular use must comply with. Use permissions answer the question, “How can this use occur here?” For example, Funeral Homes may provide cremation services only when the use was established prior to (and has been continually operating since) March 16, 2009; and Auction and Commercial Galleries in the lower-density mixed-use zones (MXNC, MXC, and MXT) are limited to 2,500 sf gross floor area (GFA). A given use may have generally applicable use standards, which it must comply with regardless of the zone in which it is located, or it may have use standards that are zone-specific and tailored to ensure the use conforms to the purpose of the zone.

Finally, uses regulations are described by *use definitions*. Use definitions provide a legal explanation of what each land use is, distinguishing between similar land uses, and clarifying what types of activities are included (or excluded) from certain land use. Clear and exact use definitions can help reduce confusion and ensure consistent interpretation and application of use permissions and use standards across different projects and zones. For reference, all current use definitions can be found in Sec. 25.03.02, Words and Terms Defined.

#### Modernizing the use table(s)

The Zoning Ordinance currently contains four use tables; one each for single-unit residential zones (located at Sec. 25.10.03), residential medium density zones (Sec. 25.11.03), industrial zones (Sec. 25.12.03), mixed-use zones (Sec. 25.13.03), and the Park zone (Sec. 25.14.06). The Zoning Ordinance Rewrite proposes several changes to the use tables to simplify and modernize them, increase their accessibility and equity, and increase flexibility for business owners. General recommendations are outlined below.

*Transitioning to one unified use table.* The Zoning Ordinance Rewrite proposes to include one comprehensive list of uses in a single, unified use table to increase accessibility, transparency, and consistency. Currently, the City’s Zoning Ordinance contains multiple use tables dispersed throughout various articles (identified above). To gain a complete understanding of which zones would accommodate a specific use, one needs to reference multiple sections of the Zoning Ordinance. This can cause difficulty for code users, particularly business owners or prospective buyers trying to determine where to locate or invest in the City.

Additionally, the various use tables are inconsistent with one another, both in terms of the uses they include (e.g., the “Live/work unit” use appears in the mixed-use zones and industrial zones use tables, but not in the single-unit residential zones or residential medium density zones use tables) and the specific language used (e.g., the mixed-use zones table includes the use “Veterinary office *and/or* animal hospital”, while the industrial zones table includes the use “Veterinary office *and* animal hospital” [emphasis added]). Listing all uses in one table will eliminate these inconsistencies, thereby aiding understanding and interpretation.

*Ensuring use terms are clear and current and that every use is defined.* Currently, many uses included in the use tables are outdated or their meaning is unclear, and many lack definitions. This can lead to inconsistency in the interpretation and application of the regulations and create difficulty for business owners and applicants trying to understand which use and associated regulations apply to their businesses or development projects. To address this issue, the Zoning Ordinance Rewrite proposes to 1) revise uses to ensure they are clear and up-to-date and 2) define all use terms included in the table. For example, the use ‘Alcoholic beverages for consumption off the premises,’ which lacks clear meaning and is not defined



in the Zoning Ordinance, will be revised to the clearer ‘Alcoholic beverage retail establishment’ and defined as an “establishment serving as a point of sale of beer, wine, or liquor in sealed packages or containers that may not be opened or consumed on the premises where sold.” Staff and consultants are also reviewing definitions for all use terms to ensure clarity and accuracy, to eliminate overlap between uses, and to ensure that definitions do not include regulations.<sup>2</sup>

One notable change to use definitions would change the policy regarding home-based businesses. Staff recommend that the city definitions mirror those of Montgomery County, so that there will be three categories, including No Impact, Low Impact, and Major home-based businesses. A no impact home-based business would have no non-resident employees or other visits coming to the site, excepting deliveries. An example might be a resident that operates an office use out of the home, with most of the business occurring online. A low impact home-based business would be allowed to have non-resident employees and a minimal amount of additional vehicle trips to the site. An example of this would be an attorney or similar practitioner working out of their home with occasional client visits. A Major home-based business would be allowed to have non-resident employees and to have regular client or customer visits throughout the day. An example of this would be a medical or dental practice or a similar practitioner having a full day of client visits. This requires Conditional Use approval as recommended, rather than special exception approval. Ultimately, the Chief of Zoning would determine how a proposed home-based business would be categorized.

*Updating the list of uses.* The ZOR will also update the overall list of uses by introducing new uses that are not currently accounted for, eliminating outmoded uses, and consolidating uses. This proposal will generally make the use table clearer and simpler, which is anticipated not only to enhance user-friendliness, but also to eliminate unnecessary review.

New uses are proposed to be introduced into the Zoning Ordinance to implement Comprehensive Plan recommendations around housing diversity, economic development, and climate action; account for emerging trends; or clarify regulations. Examples of new uses to be shown in the use table include:

- ‘Multiplex dwelling’ and ‘Cottage court,’ as supported by the Comprehensive Plan housing goals and Mayor and Council priorities.
- ‘Electric vehicle (EV) charging’ and ‘Walk-up windows,’ as supported by EV Readiness Plan and Comprehensive Plan recommendations.
- ‘Backyard chicken coops’ are currently allowed through Chapter 3 of City Code, but not clearly addressed in the use table.
- ‘Data center or data/cryptocurrency mining,’ an emerging use that requires clear regulation, and which is recommended by the ZoneCo consultant team and Rockville Economic Development, Inc., to be prohibited in all zones.

---

<sup>2</sup> Currently, use definitions contained in the city’s Zoning Ordinance often include regulations and standards. The ZOR proposes to remove regulations from the definitions and to generally relocate them to the body of the Zoning Ordinance, consistent with guidance from the American Planning Association (APA). Per the APA, “Definitions should not contain the control standards that regulate the defined word or phrase. For example, most ordinances attempt to define home occupations in terms of the standards under which the home occupation can operate. These standards usually include the percentage of floor area that can be occupied, limitations on nonresident employees, parking requirements, lots sizes, and sign controls. These control elements do not belong in the definition; rather, they belong in the body of the ordinance...” (APA. *A Planner’s Dictionary*; p. 3).

Additionally, to keep the Zoning Ordinance current, uses that are functionally obsolete or not reasonably anticipated to be located within the city in the future are proposed to be eliminated. These include ‘Duplicating service,’<sup>3</sup> ‘Archival record storage,’ ‘Pet sales,’<sup>4</sup> and ‘Taxicab service’.

Finally, where logical or supported by the Comprehensive Plan, multiple uses are proposed to be consolidated. This will address ZOR goals to make the ordinance more accessible and easier to understand. It will also reduce unnecessary review by reducing the number of tenant fit-out applications that would be considered a *change of use* and therefore subject also to a Minor Site Plan Amendment, saving applicants an estimated two to four months.<sup>5</sup> For example, the Zoning Ordinance currently distinguishes between the uses ‘Consumable goods to be used in the home’ (e.g., grocery store; hobby and craft supply; drug store) and ‘Durable goods to be used in the home’ (e.g., bicycle shop; hardware store; home furnishings). Under the ZOR, both are proposed to be included and addressed in the ‘Retail establishment’ use. This would allow, for example, a space previously occupied by a hobby shop to be refitted for an antique store through a tenant fit-out permit only. In some instances, distinctions between uses that are proposed to be consolidated will still be captured in the use permission (e.g., the existing ‘Attached accessory dwelling unit’ and ‘Detached accessory dwelling unit’ uses will be consolidated into a single ‘Accessory dwelling unit’ use, with use standards to distinguish how each can be provided).

One notable change to the list of uses pertains to room rentals in single-unit dwellings. The ZOR proposes to relocate the regulation of room rentals from the Zoning Ordinance to Chapter 18 of City Code (Rental Facilities and Landlord-Tenant Relations), as these regulations apply to all single-unit dwellings regardless of zone, and significantly increase their transparency and equity. Currently, the city limits the number of rooms that can be rented in a single-unit dwelling through a circuitous combination of legal definitions, use permissions, and rental license requirements. Through a close reading of the Zoning Ordinance’s legal definition of ‘Boardinghouse’ and ‘family,’ and the Boardinghouse use permissions, as well Chapter 18’s rental license requirements, one can deduce that no more than 5 unrelated individuals can live in a dwelling (rental license required), and, if owner-occupied, the owner and their family can rent up to two rooms without a rental license. Nowhere are these limitations clearly stated within the Zoning Ordinance or within Chapter 18. Not only does the current structure lack transparency, making it difficult for both Community Enhancement/Code Enforcement staff and the City Attorney’s Office to enforce the regulations and issue violations, but it also poses equity concerns, as it places the city’s Code Enforcement Inspectors in the position of determining whether individuals living together constitute a ‘family.’ To increase transparency, equity, and enforceability, the ZOR proposes that Chapter 18, Division 3, clearly establish the occupancy limit for single-unit dwellings and the Zoning Ordinance be revised to remove the ‘Boardinghouse’ use and definition, as well as the ‘family’ definition. This change helps the city with enforcement because we can more easily deny a rental license and remove the ability of the owner to charge and collect rent when they attempt to have more than one rental license per single-family home.

*Updating use permissions and use standards.* Use permissions and use standards are being reviewed by staff and consultants to ensure that the proposed use permissions and standards align with the goals and

---

<sup>3</sup> If a duplicating service were proposed in the city, it would still be accommodated under the new proposal. A retail copy shop would be classified under the proposed Retail Establishment use, while a business-to-business printing service would be classified under the Office use.

<sup>4</sup> H.B. 1662, effective January 1, 2020, banned the retail sale of cats and dogs statewide. The retail sale of other types of animals would be classified under the proposed Retail Establishment use.

<sup>5</sup> Tenant finish-out applications that entail a change of use are required to go through the Minor Site Plan Amendment Process, even if not site work is proposed, simply because the applicant proposes to change the use.

recommendations of the Comprehensive Plan and associated master plans, particularly those associated with reducing barriers to small and local businesses; further the Mayor and Council's 2021 Social Justice Resolution; and incorporate best practices. For example, through a review of the MXTD zone<sup>6</sup> use permissions by CPDS and DPW – Environmental Management Division staff, notable changes to the permissions for two uses are proposed to ensure this zone most effectively implements the goals of the Climate Action Plan and the Town Center Master Plan:

- *Automobile Filling Stations.* Automobile Filling Stations are currently a Special Exception use within the MXTD zone; however, understanding that Town Center is proposed to be rezoned to the MXTD-85, MXTD-200, and MXTD-235, the ZOR recommends that this use be reclassified as Prohibited within these zones to support and enhance their transit-oriented, walkable character. Existing Automobile Filling Stations would be allowed to continue, but development onsite would be constrained by the Zoning Ordinance's nonconforming use provisions; no new Automobile Filling Stations would be permitted.
- *Automobile and Recreational Vehicle Sales or Rental.* Currently, automobile rental is permitted in the MXTD, while automobile sales are not. Staff believes that allowing automobile rental will support the purposes of these transit-oriented zones, while also perceiving that allowing sales is not inconsistent with the purposes of the zone, so long as use standards are applied to ensure the use would be developed in a manner that does not hinder walkability.<sup>7</sup>

As a second example, the proposed Animal boarding establishments use (which, as noted above in this staff report, is proposed to replace the Kennel use, a use which is currently permitted only in the Industrial zones and the Mixed-Use Employment zone) is proposed to be expanded to all Mixed-Use zones, with requirements for soundproofing and a condition that no over-night boarding may occur. This change would allow for doggy day cares and similar uses in more locations, and particularly near denser, more urban housing where pet ownership is high, supporting goals to increase walkability and reduce barriers to small businesses.

One notable set of changes proposed to be implemented through the ZOR is to convert most Special Exception uses (which are subject not only to site plan approval, but also to approval by the Board of Appeals through a separate process with additional findings (Sec. 25.15.01)) to Conditional or Permitted uses (which are approved through the applicable site plan process), as recommended by FAST 2. In determining which uses should be converted to Conditional or Permitted uses, staff considered both the Comprehensive Plan recommendations and guidance of the American Planning Association's *Equity in Zoning Policy Guide*. The proposal would reduce the number of uses that are classified as Special Exceptions in one or more zones from more than 20 down to 10. This will simplify and streamline approval processes, retaining Board of Appeals review for only those uses that have the highest potential for public

---

<sup>6</sup> The Mixed-Use Transit District zone is the city's most walkable and transit-oriented zone. Through the ZOR, and as discussed with Mayor and Council during the May 5 work session, this zone is proposed to be expanded into a 'family' of mixed-use zones (the MXTD-85, MXTD-200, and MXTD-235) to implement the recommendations of the Town Center Master Plan.

<sup>7</sup> The following use standards are proposed for the Automobile and Recreational Vehicle Sales or Rental use:

- Sales and rental are limited to non-commercial vehicles and passenger vans. The sales or rental of commercial trucks or recreational vehicles is not allowed;
- All vehicles available for sale or rental must be stored in a showroom or structured parking facility;
- Maintenance and refueling of the vehicles available for sale or rental may not occur on-site;
- The storage, display, sale, or leasing of vehicles that are not in operating condition is not allowed.

health, safety, or other land use impacts on surrounding areas. Impacts from uses are still mitigated through the conditions that these uses must meet through the conditional use process. Staff anticipates that converting these less impactful Special Exception uses to a Conditional or Permitted use permission will result in a time savings of between two and four months (the typical time required to obtain a Special Exception) per application, thereby easing burdens on small businesses and making it easier to invest in the Rockville community.

Examples of Special Exception uses which are proposed to be converted to Conditional or Permitted uses include Hotel, Pawnbroker, and Non-accessory Swimming Pool (all of which would continue to have use standards associated with the proposed Conditional use); Special Exception uses which are proposed to be retained as such include Adult Oriented Establishment, Automobile Filling Station, and Shooting Gallery. Of note, Mayor and Council have recently endorsed changing the Child Care Center use from a Special Exception use to a Conditional use at the June 2, 2025, work session. The full list of existing Special Exception uses and their tentatively proposed disposition, as well as relevant policies from the APA *Equity in Zoning Policy Guide*, are included in Attachment 1 – Conversion of Special Exception Uses to Conditional or Permitted Uses.

Another notable change is proposed to allow the development of multifamily housing on property owned by non-profits and places of worship, regardless of zone. Many places of worship are interested in using excess land for mission-based purposes, such as affordable housing; however, as many of these properties are located in the city's single-unit detached residential zones, they are currently not permitted to develop multifamily units.<sup>8</sup> Both the State of California and Montgomery County, Maryland, are examples of places that have amended laws to allow religious and other institutions to build multi-family housing. This policy enables these institutions to co-locate housing with existing facilities and would align with Comprehensive Plan goals to “Create and improve incentives, programs, and policies for production and preservation of quality affordable housing” (Housing Goal 2; p. 202).

### **Parking and Loading**

The Zoning Ordinance Rewrite also proposes significant changes to modernize parking, loading, and access requirements. This staff report focuses on enhancements related to Vision Zero, as well as revisions proposed to right-size the Zoning Ordinance's minimum and maximum parking requirements, including associated adjustments. In addition to these highlighted items, the ZOR proposes new standards related to the provision of compact parking spaces, electric vehicle (EV) parking, and electric vehicle supply equipment (EVSE); loading spaces; and parking lot solar canopies.

### **Vision Zero**

Staff propose several changes to the bicycle and pedestrian requirements in the Zoning Ordinance to further Vision Zero. These include the following:

- *Adding a new pedestrian and bicycle facilities Division.* Currently, bicycle and pedestrian facilities are addressed in various locations in the Zoning Ordinance, most notably the Parking and Loading Article and the Mixed Use Zones Article. Having these requirements spread throughout the

---

<sup>8</sup> This policy would be separate from and in addition to the provisions of the State's Housing Expansion and Affordability Act (HEAA), which went into effect January 1, 2025. The HEAA allows additional density for 'qualified projects', which includes development projects on land owned or controlled by a non-profit. In single-unit residential zones, the HEAA enables the development of duplex, triplex, fourplex, and town house dwellings, but does not enable the construction of apartment buildings; and it stipulates that the non-profit must be a 501(c)(3).

Ordinance can make locating them difficult. Relevant requirements are proposed to be combined in one location for ease of use and transparency.

- *Requiring bicycle parking for both principal and accessory uses.* Currently, bicycle parking requirements are calculated only for the principal use on a site, unlike vehicular parking requirements, which are calculated for all uses on a development site. The ZOR proposes to rectify this issue by requiring that bicycle parking be provided for all uses on a site, whether principal or accessory.
- *Clarifying bicycle parking location requirements.* Bicycle parking requirements are proposed to be revised for clarity and understandability.
- *Sidewalks at parking facility entrances.* New standards are proposed to address pedestrian safety at parking facility entrances. These will establish an area within which no structures may be constructed or located.

#### Revising and right-sizing parking minimums, maximums, and adjustments

The Zoning Ordinance establishes minimum parking requirements for anticipated uses. These minimum parking requirements are shown in a *parking table*, a matrix that identifies the minimum number of parking spaces required for each use, regardless of zone. Parking minimums are presented as ratios based on unit measures that correspond to the use type. For example, currently in the City's Zoning Ordinance, the minimum required parking for a 'Multiple-unit dwelling' (i.e., apartment unit) is based on the number of bedrooms; a 'Health and fitness establishment' is based on gross floor area (GFA); and a 'Funeral home' is based on a combination of GFA, number of employees, and number of work vehicles.

Use	Unit Measure	Based Number Required
Dwelling, multiple-unit	Zero bedrooms	1
	1 bedroom	1
	2 or more bedrooms	1.5
Health and fitness establishment	Per 200 sf of GFA	1
Funeral home	Per 50 sf of assembly area	1 and
	Per employee	1 and
	Per vehicle used in the business	1

The ZOR proposes revising the parking table and right-sizing the associated parking minimums, maximums, and any adjustments.

*Aligning the uses in the parking table with those in the use table.* The ZOR proposes updating the uses listed in the parking table to match the uses listed in the use table (described above in this staff report). Currently, the use table and the parking table are misaligned, making it difficult for business owners, developers, and staff to determine which parking requirements should be applied to a given use. For example, the parking table contains the use of the 'Health maintenance organization facility,' but this use does not exist in the use table; to confuse matters further, this use is not defined and is separate from the 'Health and fitness establishment' use, which is included in both the parking table and the use table.

*Revising and right-sizing parking minimums.* ZoneCo has provided preliminary recommendations for updating the parking table based on guidance from city staff. Specifically, staff requested the following:

1. Update the minimum requirements based on best practices, and

2. Base minimum parking requirements on objective unit measures that are knowable at the time of entitlement

To address the first request, ZoneCo's recommendations are based on their understanding of other municipalities and reflect the regional and national trend toward more flexible parking requirements. Where a range of ratios existed, they selected standards closer to the more liberal end of the spectrum, aligning with their experience in other communities as well as best practices. This approach is supported by Comprehensive Plan recommendations to "Integrate land use and transportation planning to maximize the value of Rockville's transportation assets" (Land Use Goal 3; p. 27) and "Identify regulatory approaches to reduce housing costs that balance the competing needs of development, such as amending minimum requirements in exchange for more affordable units or other needs" (Housing Action 1.4; p. 196).

To address the second request, ZoneCo revised existing parking requirements that include more subjective unit measures, as well as unit measures that may not be known at the time of entitlement. For example, parking minimums that are based on the number of employees or the number of work vehicles, which are difficult or impossible to accurately calculate during the development review process (when an applicant likely has not identified specific tenants to fill commercial spaces), are instead proposed to be based on GFA.

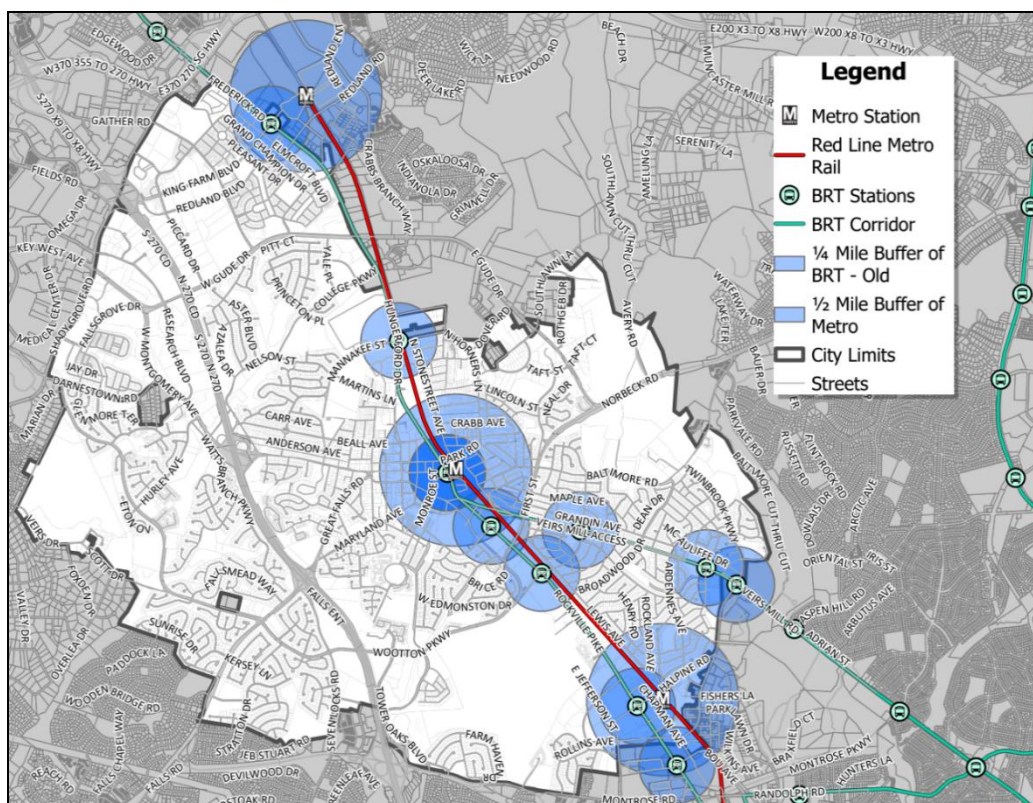
Additionally, CPDS staff are working with DPW and DHCD staff to update the provisions that describe when the minimum parking standards apply, with the goal of introducing flexibility for redevelopment projects where minimum parking requirements are proposed to increase by a limited amount.

*Introducing parking adjustments and increased flexibility for minimum parking requirements.* The ZOR also proposes to introduce new adjustments and reductions to the parking minimums, some of which are proposed to be by-right, as follows:

- *No minimum parking requirements for developments within ½ mile of a Metro station or ¼ mile of BRT.* Jurisdictions across the country are increasingly eliminating parking minimum requirements, a strategy that is perhaps most important near transit. Eliminating parking minimums as described is anticipated to encourage transit use, reduce housing costs, allow for more density and associated walkability, and increase equity.<sup>9</sup> The policy is also consistent with Montgomery County's parking regulations and would expand citywide the application of the policy adopted by Mayor and Council through the Town Center Master Plan for areas within Town Center. Finally, it is consistent with the Comprehensive Plan's housing, transportation, and climate goals, including to "Reduce off-street parking requirements to disincentivize driving, especially in mixed-use, high-density, and transit-served areas" (Transportation Action 14.7; p. 76).

---

<sup>9</sup> Eliminating parking minimums in proximity to transit can encourage individuals to use alternate modes of transportation. Without the incentive of parking, more people who are able opt for walking, biking, or taking transit. The policy can also reduce the cost of housing. While it is still anticipated that some amount of parking will continue to be provided, eliminating minimum parking requirements can allow developers to provide only what the market demands. In the city's densest areas, where land is at a premium, parking is typically provided within garages. Structured parking can cost \$30,000-\$40,000 per space, and the cost of parking is ultimately passed on to renters and buyers regardless of whether they own a vehicle. This not only increases the cost of housing, but also creates a situation in which those who do not own cars subsidize parking for those who do; as such, eliminating this requirement will also increase equity.



- *By-right adjustments aligned with City goals.* To account for conditions not addressed through the minimum parking requirements and to align with city goals and policies related to EV parking, affordable housing, and Vision Zero, the ZOR proposes to introduce by-right adjustments, as outlined below. Because the proposed adjustments are by-right, they will also reduce uncertainty and risk for developers to a certain degree.<sup>10</sup>
  - *EV parking.* The ZOR proposes that each EV parking space would be equal to two required parking spaces, for up to 10% of the required parking spaces. This would align with the recommendations of the EV Readiness Plan, allowing flexibility for the retrofit of existing parking spaces to EV accessible spaces (which typically require the conversion of one parking space to an access aisle), and incentivizing the development of EV spaces.
  - *MPDU apartments.* The ZOR proposes allowing the parking requirement for MPDU apartment dwelling units to be reduced by 50% to lessen the cost of developing MPDU units. This would be more consistent with Montgomery County's requirements (which allow a 50% parking reduction for all MPDU units) but limit the reduction to products where parking is typically provided in a common area, resulting in an equitable outcome.
  - *Bicycle commuter facilities.* The ZOR proposes allowing parking requirements to be reduced by 10% for developments that provide additional enclosed (indoor and locker) and secure bicycle parking spaces equal to at least five percent of the number of vehicle parking spaces provided; and shower and dressing areas for employees.
  - *Pick-up/Drop-off (PUDO).* The ZOR proposes that one on-site PUDO space located near an entrance is equal to two required parking spaces. This is intended to assist with curbside

<sup>10</sup> Currently, any reduction in parking must be sought through a discretionary process outlined in Sec. 25.16.03.h.

management and pedestrian safety by encouraging the development of rideshare/delivery spaces in convenient locations, outside of the flow of traffic.

- *Revised process for requesting parking reductions.* To ensure flexibility for projects that may not qualify for the limited by-right adjustments described above, the ZOR proposes that, if an applicant can demonstrate through a parking demand analysis that the minimum required parking for the proposed development exceeds the practical demand for the proposed uses, the Approving Authority may permit a reduction in the minimum number of required parking spaces. The ZOR also proposes a *de minimis* reduction of up to 10% without a parking demand analysis. This proposal would allow a path for all projects to seek a parking reduction based on demand, or to make use of the low *de minimis* threshold, and would be approved in conjunction with the development application. Staff anticipates that this will reduce the amount of time (approximately 3-4 weeks) currently associated with seeking a parking reduction in conjunction with an administrative approval, as it eliminates the bifurcated approval process whereby the larger application is approved by the Chief of Zoning, but the parking reduction must go before the Planning Commission for approval.<sup>11</sup>
- *Shared parking.* Shared parking provisions allow multiple uses that have different peak hours to share the same parking spaces. For example, because an office and a restaurant have different peak hours (daytime and evening, respectively), they can “share” the same parking facility while generating an aggregate parking demand that would be less than if they had the same peak hours. The ZOR proposes replacing the Zoning Ordinance’s current shared parking model, which was developed for the 2009 update, with the Urban Land Institute’s (ULI) Shared Parking model.<sup>12</sup> ULI’s model is updated periodically (most recently in 2020) and is considered an industry standard. It is also used by Montgomery County and is considered user-friendly by the applicants that CPDS staff consulted with.

*Institute parking maximums.* Currently, the Zoning Ordinance includes parking maximums (which cap the total number of parking spaces allowed for a development) only for the MXTD and the MXCD.<sup>13</sup> Staff recommends instituting maximum parking requirements for all MX zones, all I zones, and the RHD, RMD-25, RMD-15, and RMD-10, at 125% of the minimum parking requirement. As with other proposals described above in this staff report, this recommendation is anticipated to encourage the use of alternative modes of transportation, promote walkability, and support climate and housing goals.

#### **Zone Standards: May 28 Planning Commission work session update**

The May 28th Planning Commission work session focused on Zones and Zone Standards, the topics which were covered during the May 5 Mayor and Council work session. During this work session, the Planning Commission provided guidance on two topics, as follows:

- *Mixed-Use Neighborhood Commercial (MXNC) zone height.* During the Mayor and Council meeting on May 5, councilmembers expressed a desire to see increased density around Bus Rapid

---

<sup>11</sup> This type of application is considered by CPDS to be a “parking waiver”; however, of note, the Zoning Ordinance does not classify a parking reduction as a “waiver,” per se. Parking “waivers” were instituted following the 2009 Zoning Ordinance Rewrite as an operational solution to all parking reductions to be processed in the same manner as Zoning Ordinance waivers, without creating a bespoke application.

<sup>12</sup> The current shared parking provisions are found at Sec. 25.16.03.h.6.

<sup>13</sup> Currently, the Zoning Ordinance includes the inflexible requirement that the minimum required parking amounts also serve as the maximum allowed parking in the MXTD and MXCD zones.



Transit (BRT) stations where possible. Considering this information, the staff recommends that the maximum height of the MXNC zone be increased to 65 feet by right. Currently, an applicant could achieve a 65-foot height in the MXNC zone (the MXNC has a base height of 45 feet, with a bonus height of 20 feet if recommended by the Plan, or if the applicant proposes open space/public use space above the minimum (Sec. 25.13.05.b.2(c)), but the bonus height is underutilized and inconsistent with all other bonus heights in the city.

- **Comprehensive Map Amendment.** Staff recommends minor changes to the proposed rezonings along the Veirs Mill Road Corridor to reflect the relocation of stops shown on the Veirs Mill Road BRT 95% designs. The 95% designs remove the BRT stop previously planned for the intersection of Veirs Mill Road and Broadwood Drive and add a stop at the intersection of Veirs Mill Road and Twinbrook Parkway.



*Planning Commission May 28 Feedback – Unanimously supported staff's recommendations listed above.*

## **FAST 2 – Development Review Processes: March 3, Mayor and Council work session, and April 23 and June 11, Planning Commission work session updates**

### **Background**

This topic was presented to the Mayor and Council at a work session on [March 3, 2025](#). The original report contained four recommendations regarding the development process. These recommendations proposed streamlining and removing duplicative steps in the project plan and Planned Development amendment processes and allowing additional administrative approvals for certain site plans that currently require Planning Commission approval. None of the recommendations would have impacted which cases would be subject to Mayor and Council approval.

At the meeting, the Mayor and Council expressed general support for streamlining processes. A majority of the Mayor and Council expressed support for streamlined processes for project plans and Planned Development (PD) amendments. However, they were not yet comfortable with the proposed additional administrative approvals for site plans that currently require Planning Commission approval. They requested information on other jurisdictions implementing administrative approvals and how the

proposed changes would have impacted previous cases in Rockville. They also requested the Planning Commission's feedback on all four recommendations.

In response, the Planning Commission held a work session on these items on [April 23](#). Like the Mayor and Council, the Commission supported the first two recommendations. The Commission posed questions and requested additional information on the two other recommendations for additional administrative approvals for certain site plans.

The Commission held a second work session on [June 11](#). Staff provided answers to the Commission's questions (see Attachment 2 – Staff Responses to PC Questions). In addition, after further evaluating and developing draft code language, staff provided a revised PD amendment process and a new recommendation based on discussion and questions from the Planning Commission.

The Commission unanimously supported all five recommendations as described in Attachment 3 – Planning Commission Memo. In the discussion, several Commissioners agreed that speed is a competitive advantage in bringing housing and services and voiced support for the recommendations. They also noted that administrative approval relies on high-quality policy, codes, and staff. Several Commissioners stated that the Planning Commission brings a human element to technical zoning requirements and expressed concern about losing that. Following additional discussion, however, the Commission unanimously supported all recommendations.

Staff share the Commission's desire to bring a human element to zoning. Under the proposed new process, administrative Level 1 site plans will have the same notification requirements as Level 2 site plans that are subject to Commission approval. This notice will provide information not just on how to contact the applicant, but also on how anyone can reach out to city staff with any questions or concerns. Staff are available by phone, email, virtual meeting, or in person to answer questions and take comments on proposed projects. Working to address public concerns is one of the staff's main responsibilities. Staff are accountable to appropriately address public concerns and fairly and consistently implement the Mayor and Council's adopted regulations, codes, and policies.

### **Need for a More Streamlined Process**

The nation, state, region, and city are in a housing crisis. Over the last six years, the city has produced 77% of its housing goals as established for the region by the Metropolitan Washington Council of Governments. To meet our target, 8,600 units must be built in the city by 2040. The good news is that the city produced 118% of its goal in 2024 and has approximately 6,000 units in the pipeline.

Current factors, such as higher-than-normal interest rates and the high cost of construction materials, impact decisions on whether to move forward with projects, even though the housing demand is high. However, the city can take actions that could activate residential projects sooner, which are included in the staff's recommendations below.

Staff recommends that the Mayor and Council support future ZOR changes to create more efficient, predictable processes, which will be important for economic development, job creation, and the construction of new housing. Staff agrees that our processes are much longer than they should be and should be changed to create efficiency, effectiveness, and remove some of the risk of developing in Rockville. Staff believes, which has also been claimed by developers, that the time and expense of a discretionary approval process can be prohibitive to development.

Where staff recommends administrative site plan approval, the entitlement to construct the needed housing and non-residential uses has already been granted when the City rezoned the property consistent with the city’s vision as shown in the adopted Comprehensive Plan. Any change in the entitlement must go through a discretionary process and would not be approved by staff. For example, the Rockshire development needed the PD Amendment for residential use because it was only entitled under the Planned Development for commercial use on the Village Center property, and under the FAST changes, Mayor and Council would still have been the deciding body for the PD amendment. In addition, the Department of Housing and Community Development (HCD) staff strongly support these recommendations to meet the Mayor and Council’s approved housing strategies.

The Comprehensive Plan was adopted in August 2021 after extensive public engagement identified and confirmed the location, type, and intensity of new growth and development in Rockville. We are currently undergoing the Zoning Ordinance Rewrite (ZOR) that will establish and confirm the regulations that all new development must meet prior to projects being constructed. Now is the time to recommend any new standards for development (e.g., improved public use space) that must be complied with at the time of site plan review.

With new standards adopted, staff will be capable of performing the technical review of development plans and will approve them only after all city requirements are met. There is no discretion; the application either meets the requirements and is approved, or it does not and is not approved (see graphic below).



In addition to the recommendations discussed in detail below, the ZOR will address other process issues. For example, the Zoning Diagnostic Report notes that “clarifying the thresholds between minor and major modifications would clarify which process is appropriate.” To achieve this, the draft ZOR includes describes a minor amendment similarly to the current more subjective standard (reduces the size or scale of the approved development or does not deviate substantially from the terms, conditions, or intent of the original approval) while incorporative the more objective standards already in the code under the Minor Amendments for Commercial Development section, which limits increases on items such as building area, new trips, and overall site disturbance.

#### **Recommendations for Development Process Improvements**

At the March work session, a majority of the Mayor and Council supported a streamlined process for project plans, which are the largest, most complex projects, such as Twinbrook Quarter and Shady Grove. For a comparison of the current process and these proposed changes, see Attachment 4 – Current and Proposed Process Diagrams. Staff estimates that these changes would result in a reduction of approximately seven weeks in the minimum time required to complete the project plan and associated site plan process. This change would also result in significant time savings for staff. The project plan portion of the process would be achievable in six months if applicants address comments and provide timely resubmittals.

*Mayor and Council March 3 Direction – Supported staff’s recommendations listed above.*

*Planning Commission April 23 Feedback – Unanimously supported staff’s recommendations listed above.*

**1. Streamline the Planned Development (PD) amendment process to be achievable within 6 months.\***

Throughout the City, there are a variety of Planned Development (PD) zones with special provisions for development standards and uses. Development or redevelopment within these zones requires a PD amendment, which the Zoning Ordinance currently requires to follow the same process as the project plan. At the April 23<sup>rd</sup> Planning Commission work session, staff proposed a new separate process for PD amendments. After working on drafting the proposed changes, the staff is proposing one change to this new process, which affects the role of the Planning Commission. Staff previously recommended that PD amendments proceed to Mayor and Council without a Planning Commission recommendation, while subsequent site plans would be subject to Planning Commission approval. Staff now proposes that PD amendments follow the revised project plan process, in which the Planning Commission makes a recommendation to the Mayor and Council, and subsequent site plans are subject to the Chief of Zoning’s approval. Advantages to this include:

- a. Providing the Commission the opportunity to make a recommendation to M&C that they can consider in deciding the case.
- b. Subsequent site plans, which implement the approved plans, can be more quickly reviewed and approved by staff as described in Recommendation 1 for project plans. Because the Planning Commission, Mayor, and Council have approved the PD amendment, review of the site plans is a technical exercise ensuring compliance with codes and requirements along with the PD.
- c. One consistent process avoids confusion for all involved in the process, including the Mayor and Council, the Planning Commission, applicants, staff, and the public.

For a comparison of the current process and these proposed changes, see Attachment 4 – Current and Proposed Process Diagrams. This amended recommendation results in the same time savings from the existing process as the previous recommendation. Staff estimate that these changes would reduce the minimum time required to complete the PD amendment process by approximately five weeks.

*Mayor and Council March 3 Direction – Supported staff’s recommendations as previously presented.*

*Planning Commission April 23 Feedback – Supported staff’s recommendations as previously presented.*

*Planning Commission June 11 Feedback – Unanimously supported staff’s revised recommendations listed above.*

\*Updated after April 23rd work session.

## **2. Designate certain mixed-use district developments for administrative site plan approval.**

A review of site plans for new development processed over the last five years found that of the 20 applications filed, only one met the criteria to be processed administratively. The other 19 required Planning Commission approval. There is an opportunity to identify additional types of developments that staff recommend being approved administratively. Specifically, the following is recommended for an administrative process:

- Redevelopments in the most intense Mixed-Use zones (MXB, MXCT, MXE, MXCD, and MXTD) when not within 300 feet of a residential zone (see Attachment 5 – Mixed Use Zones Residential Buffer Map)

These zones are identified for development consistent with the Rockville 2040 plan, where there is infrastructure in place. Separation from residential zones prevents any compatibility issues. Staff will ensure that all zoning and other requirements are met.

*Mayor and Council March 3 Direction – Not yet comfortable with staff’s recommendations. Recommended evaluating other jurisdictions and receiving feedback from the Planning Commission.*

*Planning Commission April 23 Feedback – Requested additional information and questions.*

*Planning Commission June 11 Feedback – Unanimously supported the staff’s recommendations.*

## **3. Designate additional project types for administrative site plan approval.**

Staff recommends that the types of development listed below that align with current City plans, policies, and priorities be approved administratively.

- a. Nonresidential to residential conversions of existing buildings. These require little to no site changes, meet the city’s sustainability objectives by recycling buildings, and bring about new housing units sooner than new developments.
- b. Research and development (including life sciences) in the MXE zone (see Attachment 6 – MXE Zone Map). Staff believe this action could make us more attractive than other jurisdictions to attract new headquarters and other employment opportunities. This also aligns with the City’s economic development goals and REDI’s FY 25 Strategic Plan priority effort, “Assist the City in marketing the Faster, Accountable, Smarter, Transparent (FAST) permitting program and other initiatives for businesses and with the Zoning Code re-write to streamline opening

- and operating bio/life science businesses and reduce barriers to coming to Rockville. This includes more ‘by right’ uses.” In addition, the city can promote sites within Rockville that are ‘Bio-Ready,’ which means biotech laboratory and manufacturing uses are permitted by right.
- c. Housing developments with 20% or greater affordable housing units. City code currently requires 15% of residential units in a development to be Moderately Priced Dwelling Units (MPDUs). Some housing developments, especially if funded by Low-Income Housing Tax Credits (LIHTC), may exceed this, and the administrative process can make a significant difference in making the project work financially.
  - d. Housing for senior adults and persons with disabilities. This would reduce barriers to the development of supportive housing types for vulnerable populations.
  - e. Residential development up to 19 units. These projects are below the City’s threshold for providing Moderately Priced Dwelling Units (MPDUs). This would allow small projects to proceed faster, which is critical for challenging smaller residential projects.

For a comparison of the current process and these proposed changes, see Attachment 4 – Current and Proposed Process Diagrams. For both Recommendations 2 and 3, notification and an area meeting would be required, as they are now for Level 1 site plans, and staff proposes to add a provision that administrative decisions be publicly posted. Staff is committed to a transparent process in which everyone’s voice is heard.

Because the processes remain similar, time savings for this change would result from establishing an available Planning Commission agenda, drafting staff reports and presentations, and sending notices, which amounts to a minimum of three to six weeks, along with the other advantages to administrative approvals referenced in the “National Strategies to Address the Housing Crisis” section in the April 23<sup>rd</sup> report.

*Mayor and Council March 3 Direction – Not yet comfortable with staff’s recommendations. Recommended evaluating other jurisdictions and receiving feedback from the Planning Commission.*

*Planning Commission April 23 Feedback – Requested additional information and questions.*

*Planning Commission June 11 Feedback – Unanimously supported staff’s recommendations.*

#### **4. Update the Point System to be more transparent.**

The Zoning Ordinance currently bases the level of review on a point system. Each application is evaluated on the acreage of the site, the number of dwelling units proposed, the square footage of non-residential space, the residential impact area, and the traffic impact of the development proposed. Each of these items is allocated a number of points, which are added together to determine the complete point valuation for the project. Up to 6 points is a Level 1 site plan, Level 2 is 7-15 points, and 16 or more points is a project plan. Level 1 site plans are subject to Chief of Zoning approval, Level 2 site plans are subject to Planning Commission approval, and project plans are subject to Mayor and Council approval.

In preparing the FAST 2 recommendations, staff reviewed the cases for which the point system determined the level of review from 2014 to 2024 and made the following observations:

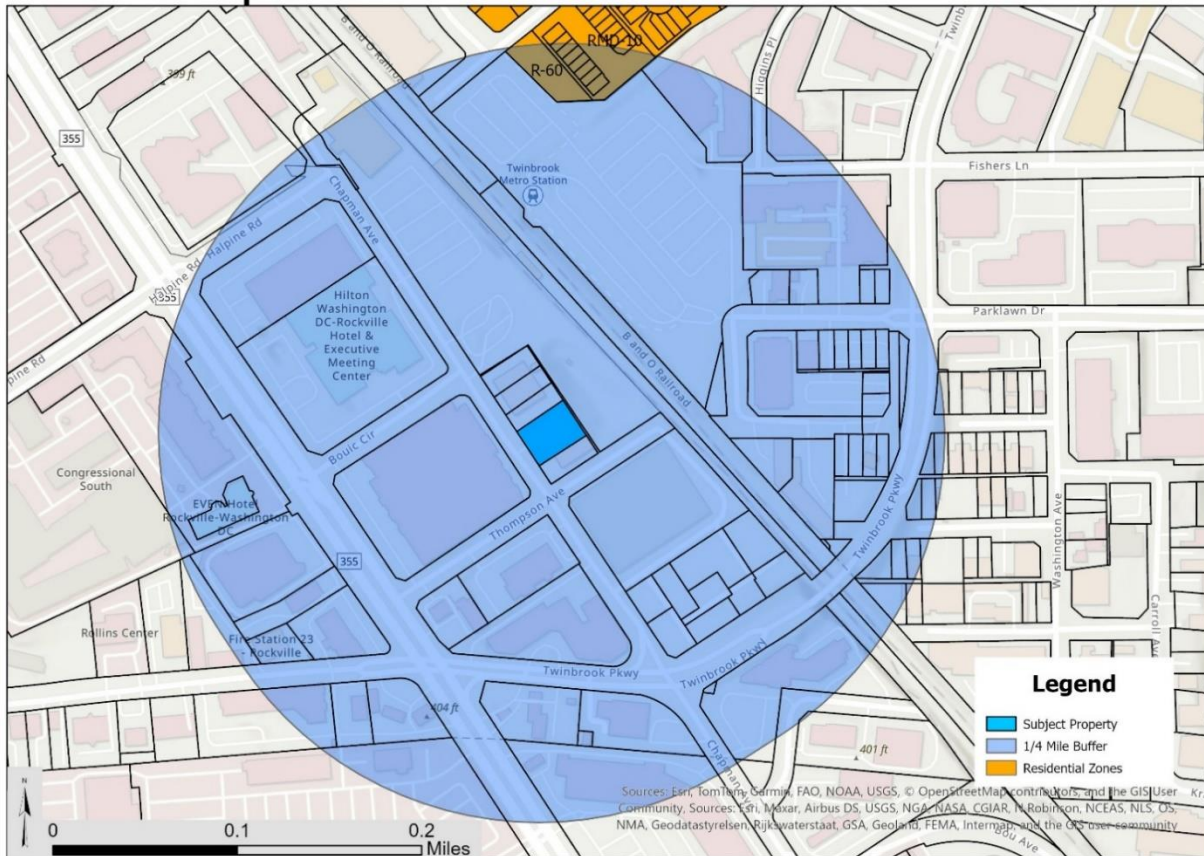
- a. The point system is effective at identifying large projects that should be subject to a project plan. Twinbrook Quarter and Shady Grove Innovation District are large, multiphase mixed-use projects, and they were classified as project plans under the point system.
- b. Very few projects qualify for Level 1. Over the ten-year period, only two projects were below the threshold<sup>14</sup>.
- c. It is difficult to predict the impact of changes to the table. Staff considered modifying some of the criteria to potentially allow for more Level 1 site plans, but while increasing the area of retail or number of units could accomplish this, it is not possible to predict which projects in which locations would be impacted. Instead, staff developed more predictable and transparent alternatives in recommendations 3 and 4, which maintain the point system while specifying certain projects or certain locations where site plans would be processed as Level 1, even if they were classified as Level 2 under the point system.
- d. The residential area calculation is not transparent because it requires a complex analysis to determine the point total. Additionally, because the area is calculated based on residential areas within ¼ mile of the project site, a project could be assessed points for residential area impact when the residential area is relatively far from the project and therefore not impacted. As an example, the approved redevelopment at 1818 Chapman Avenue was assessed points for residential impact, although, as shown in the map below, no residential properties were in proximity to the site and were only located at the perimeter of the ¼ mile buffer area.

---

<sup>14</sup> One of these, the new Chase Bank at 460 Hungerford Drive, was required to be processed as a Level 2 because it is located within the Town Center Performance District.



# 1818 Chapman Avenue



Based on this, staff recommends keeping the point system but making a change to the Residential Area Impact section of the points table to improve transparency and more accurately reflect impacts to nearby property.

## Current Residential Area Impact

	0 <sup>15</sup>	1	2	3	4
Residential Area Impact	No single unit residential development within ¼ mile	Up to 10% of area within ¼ mile of the project area is comprised of single-unit detached residential units	Up to 50% of area within ¼ mile of the project area is comprised of single-unit detached residential units	Up to 75% of area within ¼ mile of the project area is comprised of single-unit detached residential units	Development is within single-unit detached unit area.

## Proposed Residential Area Impact

<sup>15</sup> This column added for clarity. In the current code, this information is provided in a footnote to the table.



	0	1	2	3	4
Proximity to land that is zoned R-400 -> RMD-15 and developed with single-unit detached, townhouse, or multiplex dwellings	No residential within 500'	Residential within 500'	Residential within 100'	Confronting residential	Adjacent to residential

Instead of relying on the percentage of residential land area within ¼ mile, the proposal assesses increasing point values based on proximity to residential, from 500' to 100' to confronting (across the street), with the highest total given for projects that are adjacent to residential. This approach ensures that projects that have residential areas nearby are assessed the highest point totals. It is also possible for anyone to easily calculate, increasing transparency for everyone involved in the process. Finally, the proposal broadens what is considered residential from single-unit detached to also include townhouses and multiplexes (duplexes, triplexes, and quadplexes) in order to provide equity across these housing types.

In contrast to the other recommendations, this change is intended to improve administration and transparency but not significantly impact whether a project is a project plan or a Level 2 or Level 1 site plan. Although the difference in calculation could impact the point total, as described in the "Site Plan Analysis" section below, this change would not have changed the level of review of any cases over the ten-year period. All Level 2 site plans and project plans would still fall into those categories under this proposed change.

*Mayor and Council March 3 Direction – this was not presented at the March 3rd work session.*

*Planning Commission April 23 Feedback – this was not presented at the April 23rd work session.*

*Planning Commission June 11 Feedback – Unanimously supported staff's recommendation*

### **Additional Information**

At the March 3 work session, the Mayor and Council requested two additional pieces of information:

1. Examples of other jurisdictions that have successfully implemented administrative approvals, and
2. Examples of Rockville cases that should be subject to administrative approval.

### **Other Jurisdiction Information**

In other jurisdictions in states such as Texas and Virginia, review of site plans is entirely administrative. Because of differences in state laws, the Planning Commission or Mayor and Council more commonly consider zoning changes or Planned Development overlays, but more rarely review site plans.

The Michigan chapter of the American Planning Association (APA) created a zoning reform toolkit with expanding administrative review as a recommendation. Two case studies are cited – Kalamazoo and Albion. A survey following the release of the toolkit identified it as the top process tool<sup>16 17</sup>.

In California, the City of Sacramento has taken steps to streamline its development review processes over the last decade. From what was previously included, required public hearings before the city’s Planning Commission and decision by the City Council, most development projects have been delegated to staff-level or director-level hearing reviews for minor adjustments<sup>18</sup>.

The City of Santa Monica has also made changes to their development process to allow for more administrative reviews in certain circumstances. In response to an adopted downtown community plan recommending housing in its downtown areas and state housing mandates, the city initiated zoning changes in 2025 to allow for residential developments in non-residential zones to be approved administratively<sup>19</sup>.

#### Analysis of FAST Changes on Previous Cases

Based on the recommendations above, staff have evaluated Level 2 site plan cases from 2014-2024 and how they would have been processed if all recommendations were in place, with the following results:

- The Planning Commission considered 32 Level 2 cases.
- The change to the PD amendment process results in the largest number of administrative cases (8 cases), followed by site plans following project plans and developments in intense mixed-use zones not within 300’ of commercial (7 cases each).
- Recommendation 4, related to how the residential area impact is calculated, had no impact on the level of review.
- If all the recommendations are implemented, 25 of 32 site plans would have been eligible for administrative approval. However, 15 of these site plans were implementing project plans or PD amendments. It is important to note that the Planning Commission would still review and provide a recommendation to the Mayor and Council on project plans and PD amendments at those earlier stages of the process.
- None of the proposed changes had any impact on which projects would be subject to the project plan process for Mayor and Council review.
- The complete list of Level 2 site plans during this period is located in Attachment 7 – Site Plans 2014-2024.

Site Plans 2014 to 2024 under FAST recommendations	
<b>Total Level 2</b>	<b>32</b>
Remained Level 2	7
From Level 2 to Level 1	25
Project Plan streamlining	7

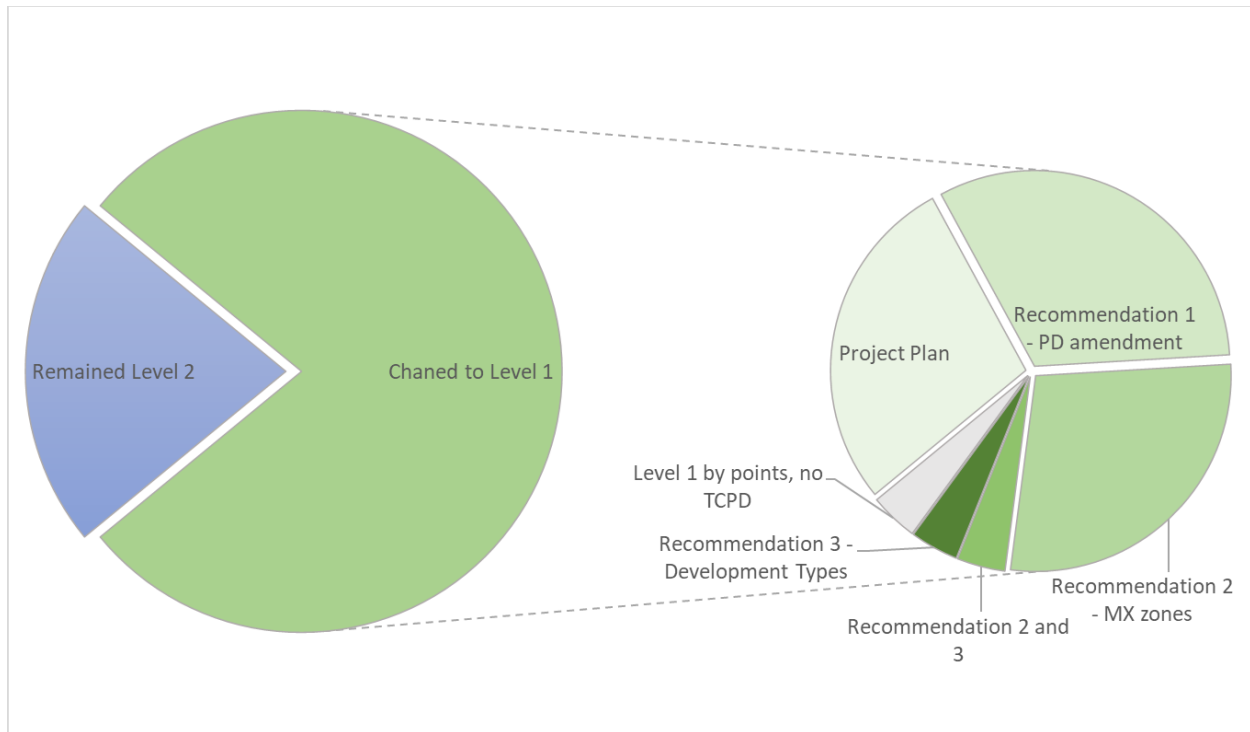
<sup>16</sup> [https://www.planningmi.org/aws/MAP/asset\\_manager/get\\_file/901592?ver=3](https://www.planningmi.org/aws/MAP/asset_manager/get_file/901592?ver=3)

<sup>17</sup> [https://www.planningmi.org/aws/MAP/pt/sd/news\\_article/558695/\\_PARENT/layout\\_details/false](https://www.planningmi.org/aws/MAP/pt/sd/news_article/558695/_PARENT/layout_details/false)

<sup>18</sup> <https://www.planning.org/planning/2025/mar/how-sacramento-won-major-housing-gains-with-zoning-reform/>

<sup>19</sup> <https://santamonicanext.org/2025/05/in-effort-to-bring-more-housing-comply-with-state-law-council-approves-zoning-changes/>

Recommendation 1 - PD amendment	8
Recommendation 2 - MX zones	7
Recommendation 2 and 3	1
Recommendation 3 - Development Types	1
Level 1 by points, no TCPD	1



*Change in process for Level 2 site plans from 2014 to 2024, under FAST recommendations.*

The intent of the FAST changes is to ensure that the Mayor and Council remain the approving authority for project plans and PD amendments. Because of their size and potential impact, project plans need to be reviewed and decided upon by the Mayor and Council. The Planned Development Amendment process is like changing the specific zoning requirements on a property and should receive review by the Mayor and Council.

## Mayor and Council History

The Mayor and Council approved a project charter for the Zoning Ordinance Rewrite Project in October 2022. Since the project was initiated, staff have provided periodic updates on the project via email. The first Mayor and Council work session for the project, which focused on the Comprehensive Map Amendment, was held on January 27, 2025. A second work session, focusing on process improvements, was held on April 24. A third work session, focusing on new zones, revisions to existing zones, height transitions, and follow-up from the January 27 work session, was held on May 5, 2025.

In October 2018, the Mayor and Council endorsed the original FAST Project Charter. In May 2019, the Mayor and Council endorsed an updated list of action items. Based on this, staff developed and implemented a work plan and presented it to the Mayor and Council in November 2019. Staff provided updates by memo during this first phase of FAST. On [September 30, 2024](#), the Mayor and Council held a

work session on the second phase of FAST. Following this work session, several action items were revised to reflect the Mayor and Council's direction. At a combined ZOR/FAST work session on [March 3, 2025](#), the Mayor and Council expressed general support for streamlining processes. A majority of the Mayor and Council expressed support for recommendations one and two related to project plans and Planned Development amendments, respectively, but were not comfortable with recommendations three and four related to site plans. They also requested the Planning Commission's feedback on all four items.

---

## Public Notification and Engagement

Engagement for the Zoning Ordinance Rewrite (ZOR) and Comprehensive Map Amendment (CMA) has been ongoing since Fall 2024. In the time since the last Mayor and Council work session (May 5, 2025), staff have conducted notification and engagement actions, as follows:

- Rockville Reports, City social media channels, email blasts, and newsletters to inform the community about scheduled meetings (both community meetings and Mayor and Council/Planning Commission work sessions) and opportunities to learn more.
- Virtual public meeting on June 4, 2025, on Zones and Zone Standards, recapping information presented to Mayor and Council on May 5. 3 people attended.
- Hard-copy notices (5,445 total) were sent on June 6, 2025, to the owners and premises of all properties proposed to be rezoned, as well as the owners of properties within 500 feet of proposed rezonings. Letters included instructions for translation into 4 additional languages (Spanish, French, Simplified Chinese, and Korean).
- Virtual meetings on the Comprehensive Map Amendment on June 24 and 26. 101 people attended.
- In-person meetings with neighborhood associations, as follows:
  - Lincoln Park Community Association, June 14, 2025
  - Twinbrook Community Association, June 17, 2025
- Communications with New Mark Commons Homes Association to gauge interest and schedule a meeting.

A virtual public meeting related to Parking and Uses is also scheduled for July 31, 2025.

Finally, this project also builds on and furthers the goals and policies established through the Rockville 2040 Comprehensive Plan. Extensive outreach and engagement were conducted over a period of five years to inform the Rockville 2040 Plan.

---

## Boards and Commissions Review

The ZOR and CMA will be reviewed by city boards and commissions, as per the project charter, upon the release of a draft ordinance and zoning map. To date, the Planning Commission has received regular updates on project progress, with the most recent update occurring on June 11, 2025. The Environment Commission and the Transportation and Mobility Commission also requested and received briefings on November 7, 2024, and May 27, 2025, respectively. Briefings with city boards and commissions will continue to occur as the draft ordinance and zoning map are developed and released for review.

---

## Next Steps

The Mayor and Council are scheduled to hold an additional work session on the ZOR and CMA that will be focused on remaining topics on September 29, 2025. Additional community engagement is ongoing and will continue through Summer 2025. The adoption process for both ZOR and CMA is planned to begin in December 2025.

---

## **Attachments**

Attachment 1 - Conversion of Special Exception Uses to Conditional or Permitted Uses,  
Attachment 2 - Staff Responses to PC Questions, Attachment 3 - Planning Commission Memo,  
Attachment 4 - Current and Proposed Process Diagrams, Attachment 5 - Mixed-Use Zones  
Residential Buffer Map, Attachment 6 - MXE Zone Map, Attachment 7 - Site Plans 2014-2024,  
Attachment 8 - Presentation for ZOR & CMA Work Session

Attachment 1 – Conversion of Special Exception Uses to Conditional or Permitted Uses

The ZOR proposal would reduce the number of uses which are classified as Special Exceptions in one or more zones from more than 20 down to 10. In drafting this proposal, staff considered both Comprehensive Plan recommendations and the guidance of the American Planning Association’s 2021 *Equity in Zoning Policy Guide*.

Relevant policies from the APA Guide include:

- PERMITTED USE POLICY 9. Evaluate the permitted uses regulations applied to small-scale commercial uses and eliminate restrictions and standards that are not based on documented public health, safety, economic, or other land use impacts on surrounding areas.
- PERMITTED USE POLICY 4. Treat assisted living facilities, congregate care communities, retirement villages, and supportive housing types as residential (not commercial) uses and allow them in a wide variety of residential zoning districts where the scale of the facility is similar to other permitted uses in the district.
- PERMITTED USE POLICY 5. Treat housing with supportive services for people with disabilities the same as similarly sized residential uses.
- PERMITTED USE POLICY 10. Allow small-scale child and elder care and outpatient medical and health support facilities in a wide variety of zoning districts to allow convenient access by all residents and treat non-residential addiction services like other outpatient treatment facilities.
- PERMITTED USE POLICY 16. Update home occupation regulations to broaden the types of activities allowed to be conducted from dwelling units of all types.

The table below shows the proposed use permissions under the ZOR. Uses which are currently designated as Special Exception uses, but which are proposed to be converted to Conditional or Permitted uses, are shown in **red**. Special Exception uses proposed to be retained as such are shown in **black**. All proposed use permissions for the RHD are shown in **black**, as this is a new zone and currently has no permissions for any use. Please note that the recommendations for specific use permissions shown in the table are preliminary and recommendations may change as staff continue to work through this Article.

Use P = Permitted C = Conditional SE = Special Exception Blank = Prohibited	R-400	R-200	R-150	R-90	R-75	R-60	R-40	RMD-Infill	RMD-10	RMD-15	RMD-25	RHD	I-L	I-H	All MXTD Zones <sup>1</sup>	MXCD	MXE	MXB	MXCT	MXNC	MXC	MXT	PARKS
Residential																							
Group Home, Large	S	S	S	S	S	S	S	S	S	S	S	S			S	S	S	S	S	S	S	S	
Housing for senior adults and persons with disabilities	C	C	C	C	C	C	C	C	C	P	P	P			P	P	P	C	P	P	C	C	
Life Care Facility	S	S	S	S	S	S	S	S	S	S	S	S			P	P	P	C	P	C	C	C	
Retail and Sales																							
Adult Oriented Establishment													S										
Bed and Breakfast	C	C	C	C	C	C	C	C	C	C	C	C			C	C	C	C	C	C	C	C	
Eating and Drinking Establishment													C		P	P	P	P	P	P	P	P	
Event Space, Club, and Lodge	C								C				P		P	P	P	P	P	C		C	
Hospital													P		P	P	P	P	P	C			
Hotel															P	P	P	P	C	C			
Pawnbroker													C										
Recreational Facility, Outdoor, Commercial													P		P	P	P		P	P			
Shooting Gallery													S	S									
Swimming Pool	C	C	C	C	C	C	C	C	C	C	C	C			C	C	C	C	C	C	C	C	C
Veterinary Services	C	C											P		P	P	P	P	P	C	P	C	
Institutions and Public																							
Adult Day Care	C	C	C	C	C	C	C	C	C	C	C	C	P		P	P	P	P	P	P	P	C	
Child Care Center	P	P	C	C	C	C	C	C	P	P	P	P	P		P	P	P	P	P	P	P	P	
Educational Institution, Private	C	C	C	C	C	C	C	C	C	C	C	C	P		P	P	P	P	P	C	P	C	

<sup>1</sup> The 'All MXTD Zones' category includes the proposed MXTD-85, MXTD\_200, and MXTD-235.

Use P = Permitted C = Conditional SE = Special Exception Blank = Prohibited																							
	R-400	R-200	R-150	R-90	R-75	R-60	R-40	RMD-Infill	RMD-10	RMD-15	RMD-25	RHD	I-L	I-H	All MXTD Zones <sup>1</sup>	MXCD	MXE	MXB	MXCT	MXNC	MXC	MXT	PARKS
Public Utility Structure	S	S	S	S	S	S	S	S	C	C	C	C	P	P	P	P	P	P	P	P	P	C	S
Wireless communication facility not located entirely within an existing building or on the roof or side of a building, or attached to an existing structure, including, but not limited to antennas on a freestanding ground mounted antenna support structure	S	S	S	S	S	S	S	S	S	S	S	S											S
Wireless communication freestanding ground mounted antenna support structure													S	S	S	S	S	S	S	S	S	S	
Automotive																							
Automobile Filling Station													S	S		S	S		S	S	S		
Drive-Through Window <sup>2</sup>																C	C	C	C	S	C		
Miscellaneous																							
Home-Based Business Enterprise <sup>3</sup>	C	C	C	C	C	C	C	C	C	C	C	C			C	C	C	C	C	C	P	C	

<sup>2</sup> Currently, pharmacies, restaurants, banks, and cannabis dispensaries (a recent addition, as of June 9, 2025) may have a drive-through. Of these, the only type of drive-through window that is a Special Exception use is the Drive-through associated with a Restaurant.

<sup>3</sup> Currently, Home-Based Business Enterprises are broken out into those identified as having ‘No impact’, ‘Minor impact’, and ‘Major impact’. Of these, the only ones that are designated as a Special Exception uses are those designated as ‘Major impact’.



## **Staff Responses to Planning Commission Questions**

At the work session on [April 23](#), the Planning Commission considered four recommendations regarding the development process. These recommendations proposed streamlining processes, removing duplicative steps, and allowing additional administrative approvals.

The Commission supported the first two recommendations, which outlined streamlined processes for project plans and Planned Development (PD) amendments. The Commission posed questions and requested additional information on two other recommendations that proposed additional administrative approvals for certain site plans. These are summarized below along with staff's responses.

1. Could residential in other adjoining jurisdictions be included in the buffer area in Recommendation 3?
  - Staff Response: Yes, staff will ensure that the ZOR adoption includes provisions for including residential zones in jurisdictions that adjoin the city.

Moreover, this provision is not needed because these zones are the most intense and are where plans call for development, and infrastructure is in place. The 300' distance requirement ensures separation and avoids compatibility issues with residential. As detailed in the "Site Plan Analysis" section below, historic cases that would have been eligible for this provision demonstrate this. If there are concerns with this recommendation, staff suggests increasing the size of the buffer instead of incorporating the other options presented on April 23.

2. What determines a Level 1 or a Level 2? Is there an opportunity to improve?
  - Staff Response: The Zoning Ordinance currently bases the level of review on a [point system](#). Each application is evaluated on the acreage of the site, the number of dwelling units proposed, the square footage of non-residential space proposed, the residential impact area, and the traffic impact of the proposed development. Each of these items is allocated a number of points which are added together to determine the complete point valuation for the project. Up to 6 points is a Level 1 site plan, Level 2 is 7-15 points, and 16 or more points is a project plan. In preparing the response to this question, staff has identified and prepared an additional Recommendation 5 below.
3. Preliminary benchmarking - how do Rockville's processing times compare to other nearby jurisdictions?
  - Staff Response: Staff evaluated processing times for site plans and compared them to similar processes in Gaithersburg, Montgomery County, and Frederick City.
    - Rockville: Staff evaluated the time between application submittal and final action for cases from 2014 to 2024. Level 2 site plans took nearly 7 months on average. Administrative site plans (amendments and Level 1s) took under 4 months.
    - The City of Frederick provides two calendars with application and review timeframes. For simpler projects, the time from application to Planning Commission action ranges from approximately 4-6 months. For more complex projects, it ranges from 6-8 months.
    - Montgomery County: Montgomery County's Ordinance sets specific review times for each application type, as follows:

- Sketch Plans (including major and minor amendments): 90 days
- Preliminary Plans: 120 days
- Site Plans (including major and minor amendments): 120 days
- Project Plan Amendment: 120 days

An applicant may request extensions to allow additional time to meet all necessary code requirements and standards. Aside from an allowable 30-day Director-level extension, there is no limit to the length of each extension or the number of extensions granted by the Planning Board, as long as the applicant continues good faith efforts to address requirements.

Staff has not yet found metrics on the total time from application to final action for these cases. However, a review of recent Planning Board agendas and discussion with Montgomery County staff indicate that one or more extensions are more common than final action within the codified timeframes.

- Gaithersburg: Similar to Rockville's, the City of Gaithersburg's ordinance does not prescribe a time in which their site plan applications must be approved. Their staff estimate that their Sketch Plans and Schematic Development Plans take approximately six (6) months, site plan applications take approximately three (3) to four (4) months, and their site plan amendments take approximately one (1) month when approved by staff and two (2) months when approved by their Planning Commission. Note that these are estimates based on staff's experience and not based on actual project data.



City of Rockville

## MEMORANDUM

July 23, 2025

TO: Mayor and Council

FROM: Planning Commission

SUBJECT: Planning Commission Recommendation on the Zoning Ordinance Rewrite Project, FAST 2 Process Improvements

---

At its meetings of April 23, 2025, and June 11, 2025, the Planning Commission reviewed and discussed several recommendations for changes to the development process to be implemented through the ongoing Zoning Ordinance Rewrite (ZOR). No public testimony was provided. No formal vote was taken, but Chair Espinosa polled individual members of the Commission for their questions, comments, and positions. Through the discussion and deliberation, the Planning Commission voiced unanimous support for the five recommendations, with the following comments.

### SUMMARY OF PLANNING COMMISSION RECOMMENDATIONS

The following is a summary of the substantive issues discussed by the Planning Commission:

1. The need for improved processes

The Commission recognized the need to improve and streamline processes to address the housing crisis, facilitate economic development, and to be competitive for development with other jurisdictions. The Commission noted that they would continue to have a role in advising Mayor and Council on project plans and Planned Development (PD) amendments.

2. Support for administrative approvals while keeping the human element

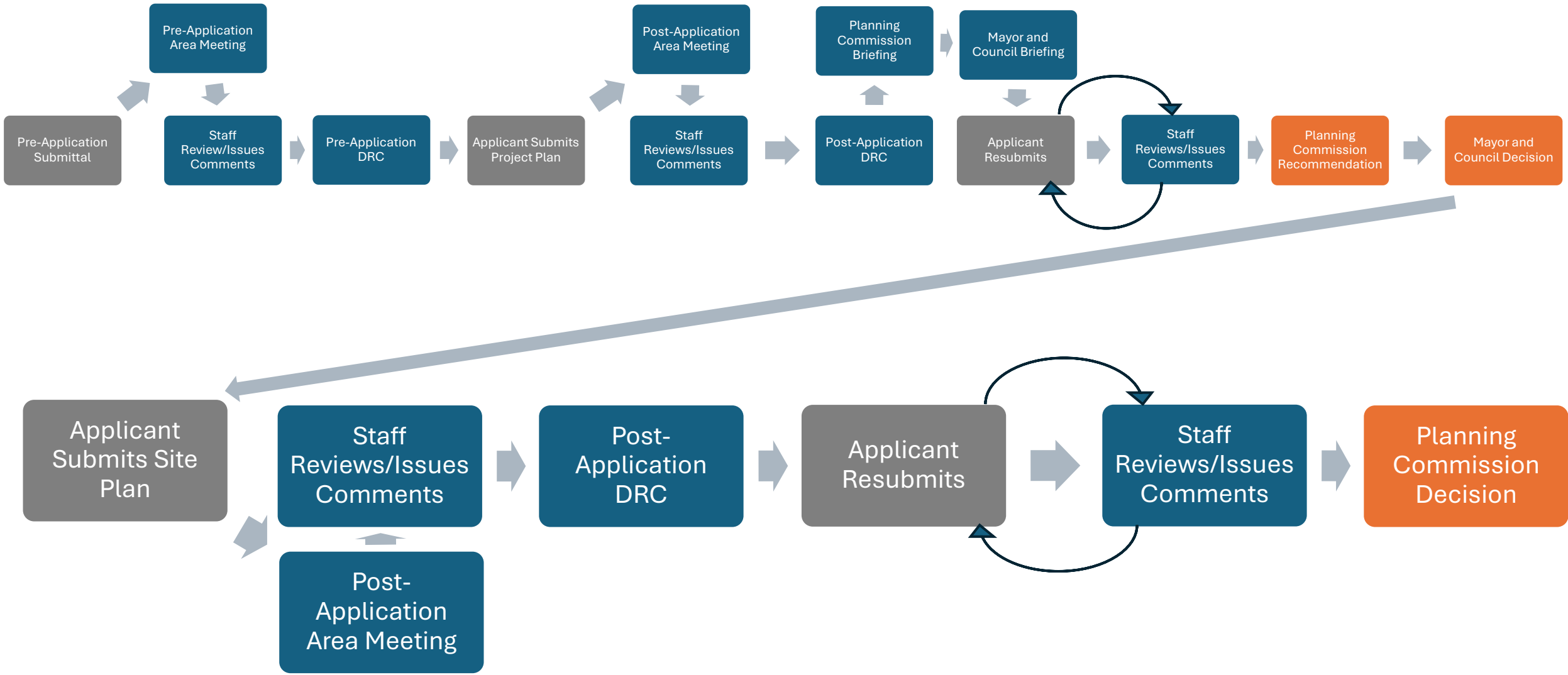
The Commission expressed support for the two recommendations for additional administrative approvals of site plans, noting that these required quality policy, code, and

staff to implement. The Commission confirmed that public notification would still be required for cases eligible for administrative approval. Several Commissioners stated that the Planning Commission brings a human element to technical zoning requirements and expressed concern about losing that.

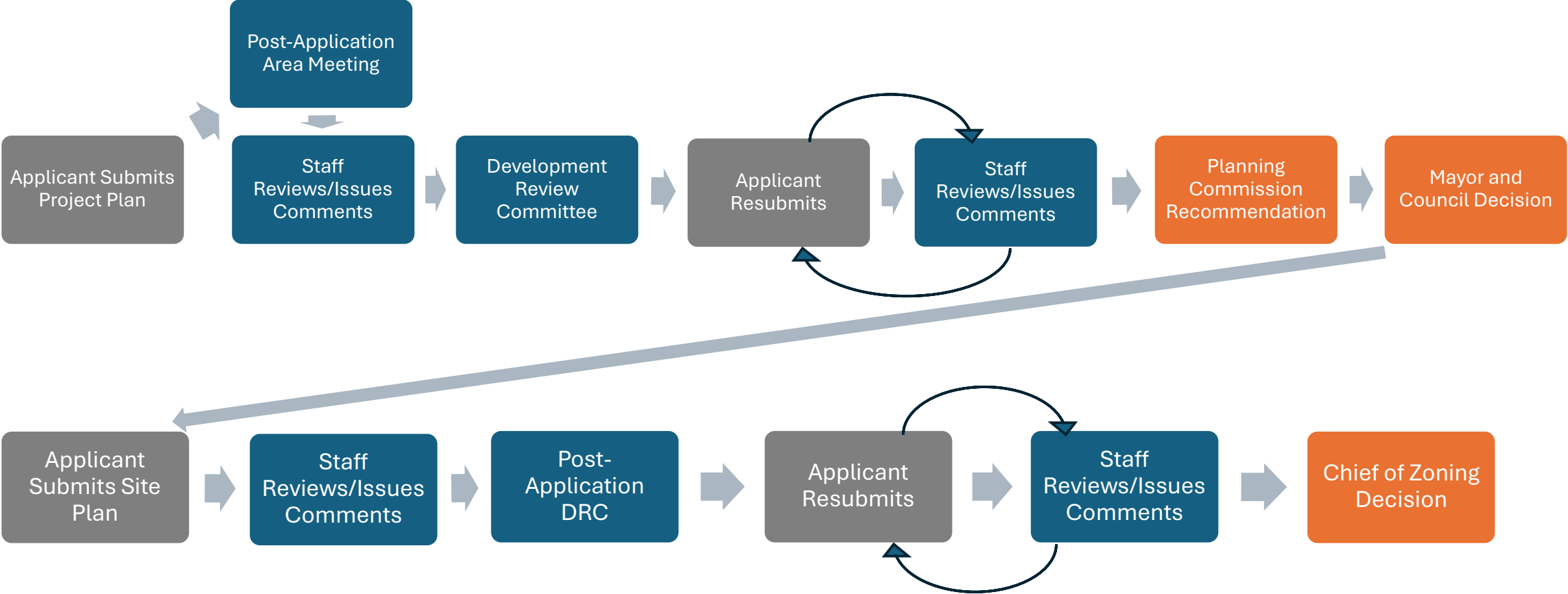
3. Support for the change to the points system

The Commission agreed that the proposed change to the residential impact section of the point table was more transparent and an improvement to the current language.

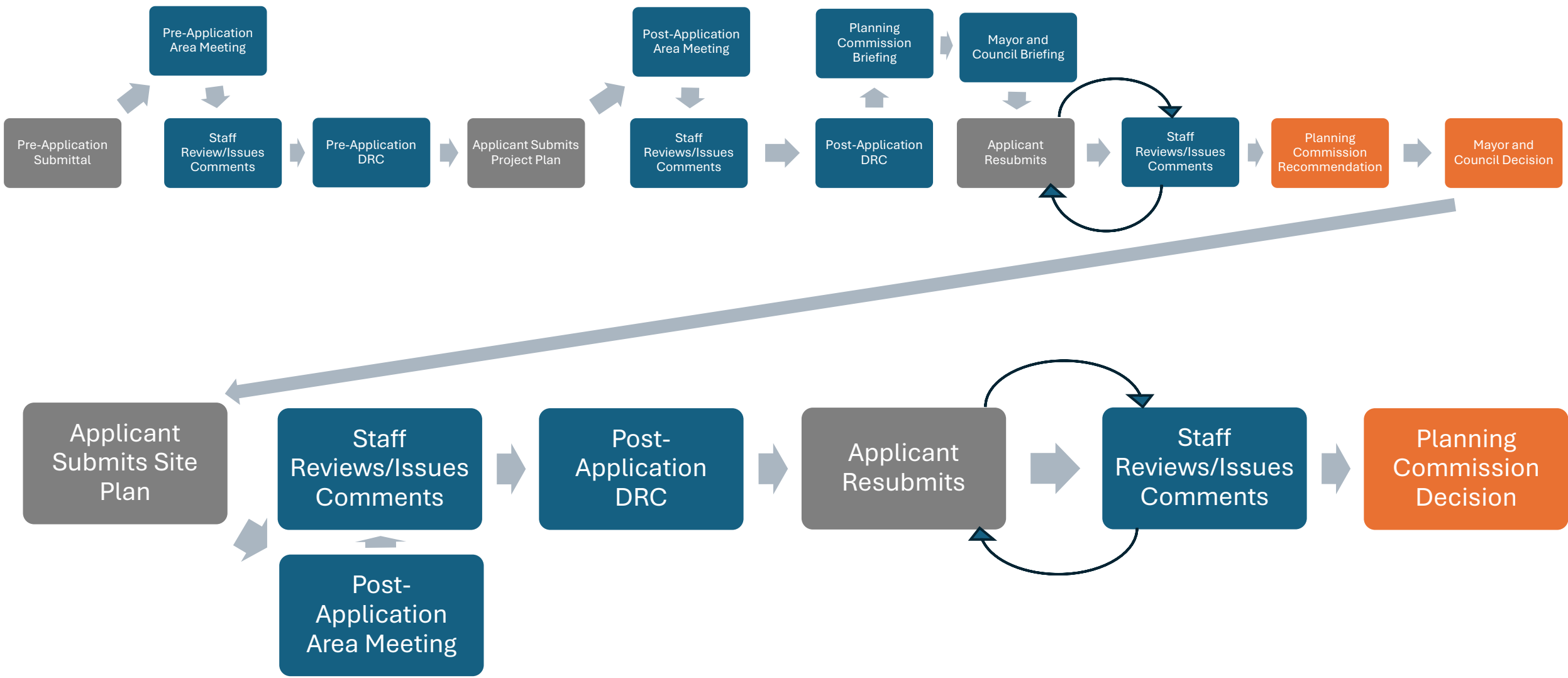
# Current Project Plan Process



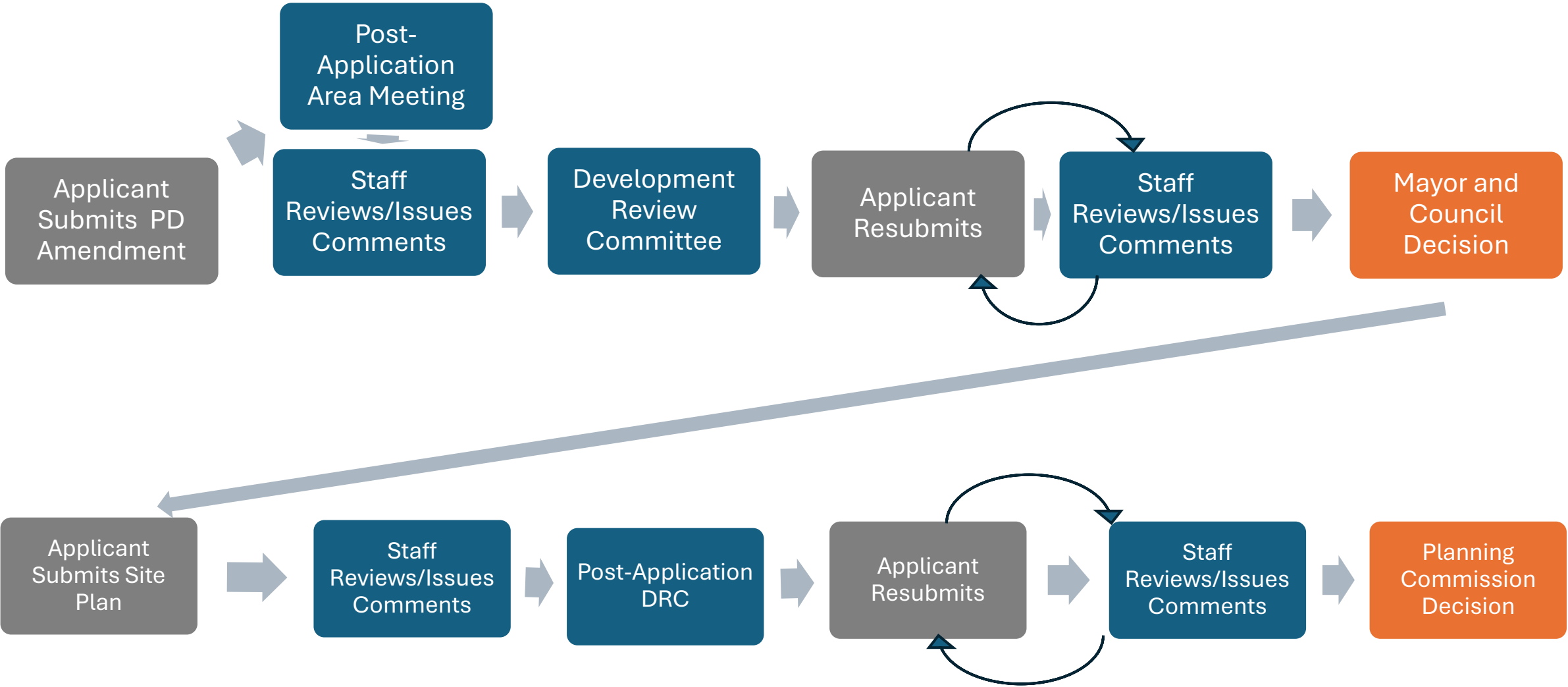
# Proposed Project Plan Process



# Current PD Amendment Process

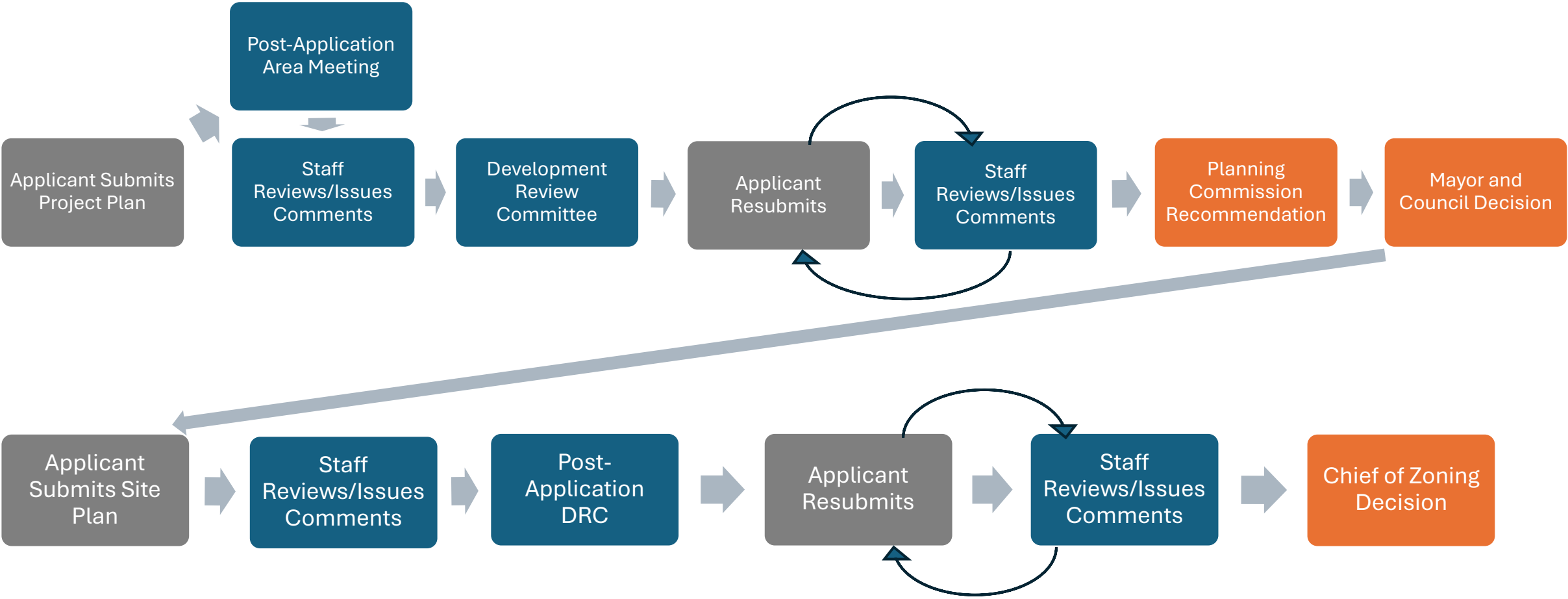


# Previously Proposed PD Amendment Process



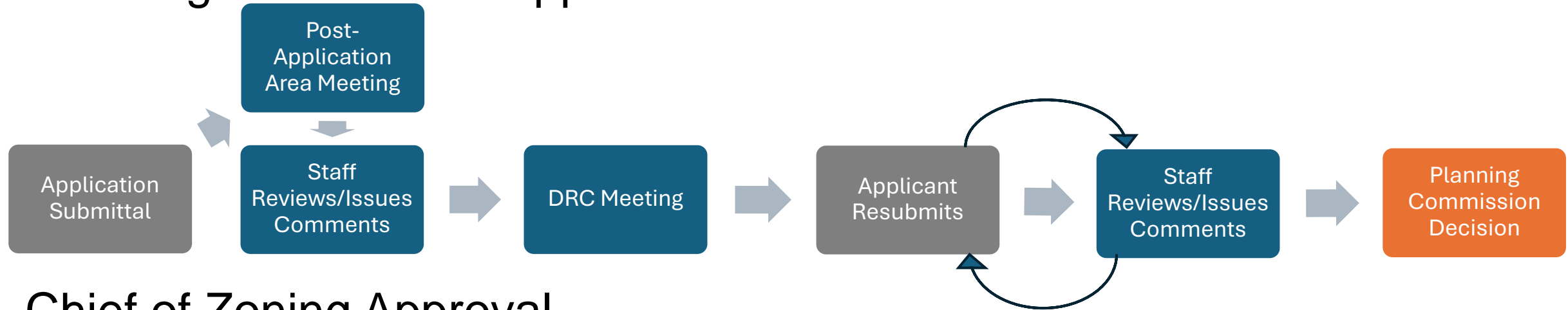


# Proposed PD Amendment Process

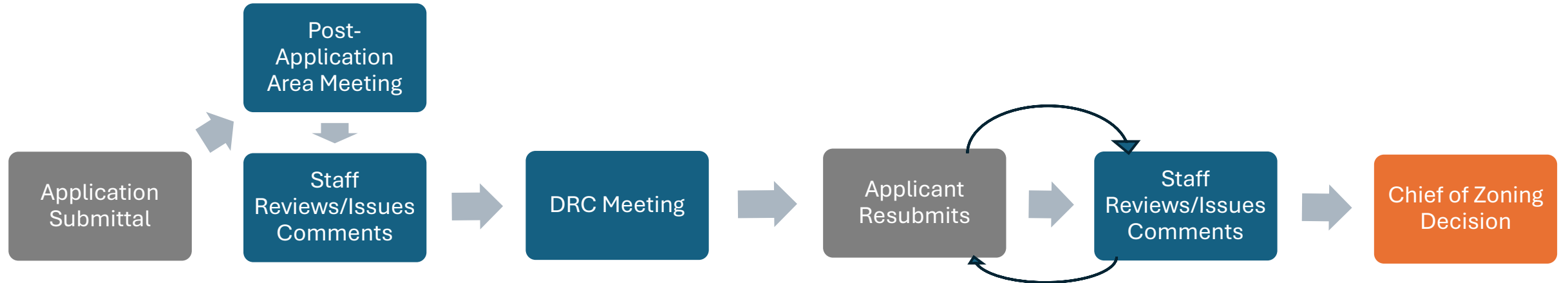


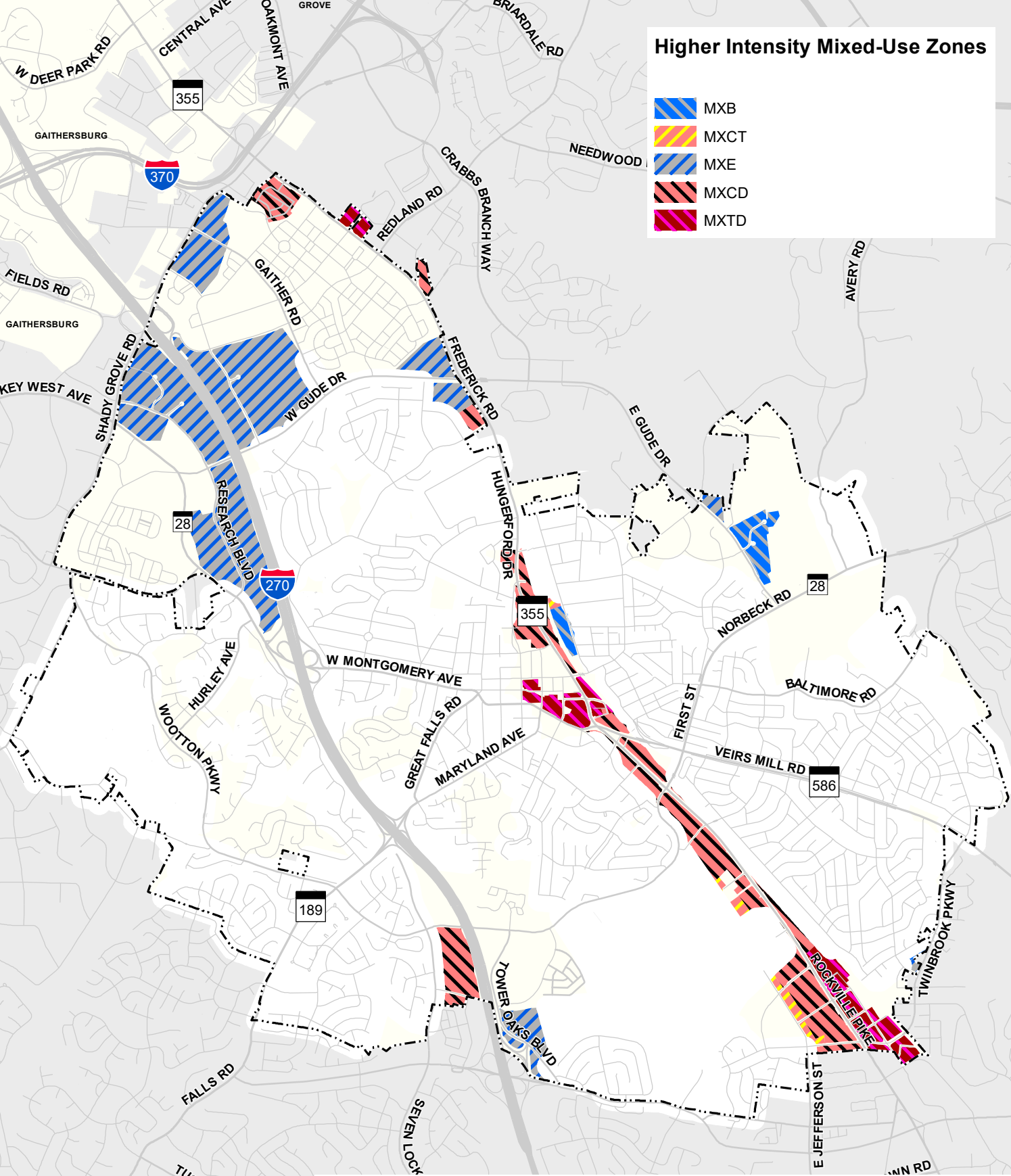
# Proposed Site Plan Processes

## ■ Planning Commission Approval



## ■ Chief of Zoning Approval

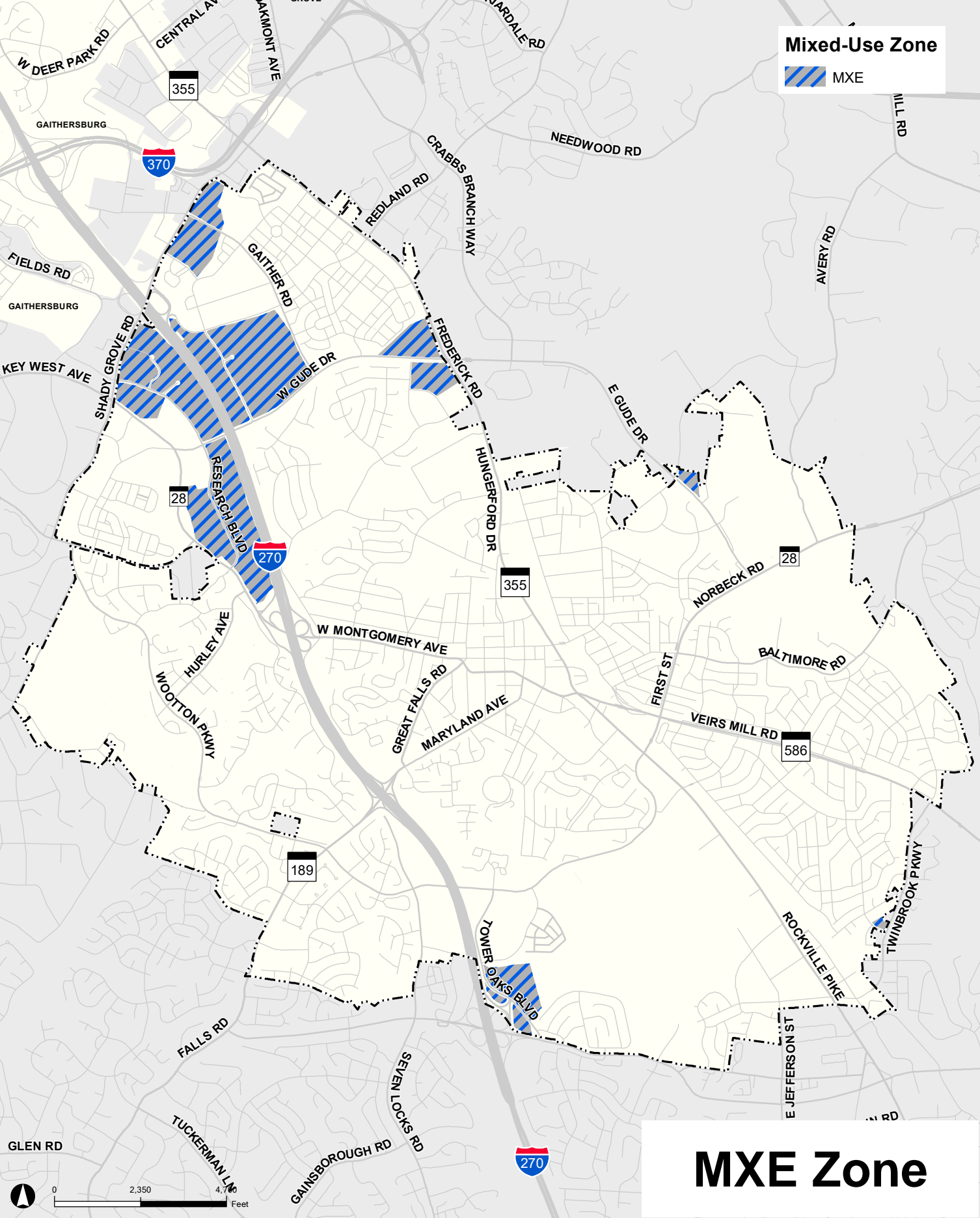




### Higher Intensity Mixed-Use Zones

- MXB
- MXCT
- MXE
- MXCD
- MXTD

**Mixed-Use Zones beyond 300 feet from Residential Zones (excluding RMD-25)**



## Level 2 Site Plans 2014 - 2024

<u>Case Number</u>	<u>Project Name</u>	<u>Description</u>	<u>Address</u>	<u>Reason Level 2</u>	<u>Point Total</u>	<u>New Process determined by:</u>
STP2024-00493	Rockshire	Mixed-use development with 31 single-unit dwellings, 29 townhouse dwellings and 5,200 sf of commercial use.	2401 Wootton Pkwy	PD amendment	12	Recommendation 2 - PD amendment
STP2024-00492	Shady Grove Phase 2	Mixed-use development with lab/office and multi-family residential units.	15815 Shady Grove Rd	Project Plan implementation	13	Recommendation 1 - Project Plan
STP2024-00490	Washington Square	Development of 48 two-over-two units (condominiums) on the property.	622 Hungerford Dr.	Points	7	Remained Level 2
STP2024-00487	City Center	Redevelopment of the property with a 291-unit multi-family building.	414 Hungerford Dr	Points	10	Recommendation 3 - MX zones
STP2024-00482	Shady Grove Innovation District	645,000 SF of office (primarily Life Sciences related uses)	2097, 2099, 2101 GAITHER ROAD	Project Plan implementation	14	Recommendation 1 - Project Plan
STP2024-00474	5906 Halpine	Develop 36 two-over-two ownership (condominiums) on the property.	5906 Halpine	Project Plan implementation	7	Recommendation 1 - Project Plan
STP2024-00473	Tower Preserve	Development of a combination of front and rear load townhomes.	2200 Tower Oaks Blvd	PD amendment	10	Recommendation 2 - PD amendment
STP2024-00465	12501 Ardennes	Conversion of existing office building space to 181-unit residential building, with possible construction of three additional stories.	12501 Ardennes	Points	8	Recommendation 4
STP2023-00454	2 Research	Construct 200,000 sq ft building life sciences.	2 Research Blvd	Points	11	Recommendation 3 and
STP2023-00449	22 W. Jefferson	Convert existing office to 12 condominiums and expand to add an additional 4 units and construct 13 new townhouses units.	22 W. Jefferson	Points	10	Remained Level 2
STP2022-00436	1818 Chapman	Multi-family building with 437 units, underground parking and 5,075 SF of retail	1818 Chapman	PD amendment	13	Recommendation 2 - PD amendment
STP2022-00434	Lidl/Henson	New 30,000 SF grocery store, 191 unit multi-family building	15931 Frederick Rd	Points	14	Recommendation 3 - MX zones
STP2022-00433	King Buick (Farmstead District)	252 townhomes, 118 condominium townhomes and a 2,000 sqft community building.	16200 Frederick Rd	Project Plan implementation	13	Recommendation 1 - Project Plan
STP2021-00414	Chase	Proposed 3,470 sf. Chase Bank with a drive-thru	420 Hungerford Dr	Town Center Performance District	4	Level 1 by points, no TCPD
STP2020-00401	Twinbrook Quarter	Mixed-use development and extension of Halpine Road.	1500-1616 Rockville Pike	Project Plan implementation	18	Recommendation 1 - Project Plan

## Level 2 Site Plans 2014 - 2024

STP2020-00399	Potomac Woods (Northside)	Mixed use including townhouses, multifamily apartments or condominiums with senior housing and the existing Life Time fitness along with new parking garage.	11511 Fortune Terrace	Points	15	Remained Level 2
STP2020-00393	Shady Grove Phase 1	Phase 1 implementation of PJT2017-00007 to develop 136 townhouse units	15825 Shady Grove Rd	Project Plan implementation	15	Recommendation 1 - Project Plan
STP2019-00368	East Gude Shopping Center	New Self Storage	1300 E. Gude Drive	Points	9	Recommendation 3 - MX zones
STP2019-00367	King Farm F7 and F8	44 New Townhomes	801 King Farm Blvd	PD amendment	6	Recommendation 2 - PD amendment
STP2019-00362	First Baptist Church	New Addition	55 Adclare Road	Points	10	Remained Level 2
STP2018-00352	Self Storage	Self Storage with Retail	204 N Stonestreet Ave	Points	8	Remained Level 2
STP2018-00348	Harborage of Rockville	Senior Apartments 146 units	25 W Gude Drive	Points	10	Recommendation 3 - MX zones
STP2018-00326	50 Monroe Place	70 new units and 13,000 sf of commercial	50 Monroe Place	Points	9	Recommendation 3 - MX zones
STP2017-00321	Duball Phase 2	400 units, 22,000 sf of commercial	196/198 E Montgomery Ave	PD amendment	8	Recommendation 2 - PD amendment
STP2017-00320	The Villages at Rockville	Independent Living 132 units	9701 Veirs Drive	Points	10	Remained Level 2
STP2017-00308	Tower Oaks Residential	Up to 375 units including 30 detached houses, 17 townhouses and 128 condominium units with 8,000 sf of community use space	Preserve Parkway	PD amendment	11	Recommendation 2 - PD amendment
STP2017-00300	Self Storage Facility	multistory self storage facility	1251 W Montgomery Av	Points	8	Recommendation 3 - MX zones
STP2016-00285	Ingleside Phase 2	127 unit retirement community	701 King Farm Blvd	PD amendment	10	Recommendation 2 - PD amendment
STP2016-00276	Retail Center	Redevelopment to provide additional fitness, retail, office and restaurant	1401 Research Blvd	Points	14	Recommendation 3 - MX zones
STP2015-00238	Upper Rock Phase 3	Implementation Upper Rock PJT	5 Choke Cherry Rd	Project Plan implementation	8	Recommendation 1 - Project Plan
STP2014-00214	Kettler KSI	New Mixed Use Apartment / Retail	255 N. Washington	PD amendment	11	Recommendation 2 - PD amendment
STP2014-00208	EZ Storage	Proposed EZ Storage Facility	1175 Taft Street	Points	10	Remained Level 2





# **Zoning Ordinance Rewrite & Comprehensive Map Amendment**

Work Session #4:  
Uses, Parking, and  
Development Review Processes  
August 4, 2025

# Presentation Outline



- ▶ Project Timeline
- ▶ Uses
- ▶ Parking
- ▶ Zones Standards (May 28<sup>th</sup> PC Work Session)
- ▶ FAST 2 Recommendations on Development Review Processes (PC's April 23 and June 11 Work Sessions)



# Project Timeline



Uses

# Requested Feedback



Do you support...

1. New Home-Base Businesses definitions and standards?
2. Approach to regulating more than 5 unrelated tenants in a single dwelling unit?
3. Converting certain Special Exceptions to Conditional or Permitted uses (standard approval process vs Board of Appeals + standard approval process)?
4. Allowing multifamily housing on property owned by non-profits or places of worship?

# Overview: Regulating uses



## ► Uses

- Use table
- Use permissions
- Use definitions
- Use standards

Use P = Permitted C = Conditional SE = Special Exception Blank = Prohibited	All MXTD Zones <sup>1</sup>	MXCD	MXE	MXB	MXCT	MXNC	MXC	MXT
<b>Residential</b>								
Group Home, Large	S	S	S	S	S	S	S	S
Housing for senior adults and persons with disabilities	P	P	P	C	P	P	C	C
Life Care Facility	P	P	P	C	P	C	C	C
<b>Retail and Sales</b>								
Adult Oriented Establishment								
Bed and Breakfast	C	C	C	C	C	C	C	C
Eating and Drinking Establishment	P	P	P	P	P	P	P	P
Event Space, Club, and Lodge	P	P	P	P	P	C		C
Hospital	P	P	P	P	P	C		
Hotel	P	P	P	P	C	C		

# Overview: Regulating uses



- Uses
- **Use table**
- Use permissions
- Use definitions
- Use standards

Use P = Permitted C = Conditional SE = Special Exception Blank = Prohibited	All MXTD Zones <sup>1</sup>	MXCD	MXE	MXB	MXCT	MXNC	MXC	MXT
<b>Residential</b>								
Group Home, Large	S	S	S	S	S	S	S	S
Housing for senior adults and persons with disabilities	P	P	P	C	P	P	C	C
Life Care Facility	P	P	P	C	P	C	C	C
<b>Retail and Sales</b>								
Adult Oriented Establishment								
Bed and Breakfast	C	C	C	C	C	C	C	C
Eating and Drinking Establishment	P	P	P	P	P	P	P	P
Event Space, Club, and Lodge	P	P	P	P	P	C		C
Hospital	P	P	P	P	P	C		
Hotel	P	P	P	P	C	C		

# Overview: Regulating uses

- Uses
- Use table
- **Use permissions**
- Use definitions
- Use standards

Use P = Permitted C = Conditional SE = Special Exception Blank = Prohibited	All MXTD Zones <sup>1</sup>	MXCD	MXE	MXB	MXCT	MXNC	MXC	MXT
<b>Residential</b>								
Group Home, Large	S	S	S	S	S	S	S	S
Housing for senior adults and persons with disabilities	P	P	P	C	P	P	C	C
Life Care Facility	P	P	P	C	P	C	C	C
<b>Retail and Sales</b>								
Adult Oriented Establishment								
Bed and Breakfast	C	C	C	C	C	C	C	C
Eating and Drinking Establishment	P	P	P	P	P	P	P	P
Event Space, Club, and Lodge	P	P	P	P	P	C		C
Hospital	P	P	P	P	P	C		
Hotel	P	P	P	P	C	C		

# Overview: Regulating uses

- ▶ Uses
- ▶ Use table
- ▶ Use permissions
- ▶ **Use definitions**
- ▶ **Use standards**

Use P = Permitted C = Conditional SE = Special Exception Blank = Prohibited	All MXTD Zones <sup>1</sup>	MXCD	MXE	MXB	MXCT	MXNC	MXC	MXT
<b>Residential</b>								
Group Home, Large	S	S	S	S	S	S	S	S
Housing for senior adults and persons with disabilities	P	P	P	C	P	P	C	C
Life Care Facility	P	P	P	C	P	C	C	C
<b>Retail and Sales</b>								
Adult Oriented Establishment								
Bed and Breakfast	C	C	C	C	C	C	C	C
Eating and Drinking Establishment	P	P	P	P	P	P	P	P
Event Space, Club, and Lodge	P	P	P	P	P	C		C
Hospital	P	P	P	P	P	C		
Hotel	P	P	P	P	C	C		

# Recommendations to Modernize Use Regulations



- ▶ Benefits
  - ▶ More consistent interpretation and regulation
  - ▶ Reduce complexity; increase accessibility and ease of understanding
  - ▶ Streamline approvals while ensuring impacts are addressed
  - ▶ Increase equity
  - ▶ Support Plan goals and policies and Mayor and Council priorities





# Recommendation 1: Ensure Use Terms and Definitions are Clear and Current

Notable Change: Home-based Business Enterprise

Three categories

- ▶ *'Little to No Impact':*
  - ▶ No non-resident employees; no retail sales
  - ▶ Very few customer/client vehicle visits
- ▶ *'Low Impact':*
  - ▶ Allow non-resident employees
  - ▶ Customer/client vehicle visits are minimal
- ▶ *'Major':*
  - ▶ Allows non-resident employees and other visits
  - ▶ Proposed Conditional use (not Special Exception)



## Recommendation 2: Update the List of Uses



Notable Change: Regulation of More than Five Unrelated Tenants

- ▶ Move the regulation of number of unrelated tenants permitted in a single dwelling unit to Chapter 18 only (Rental Facilities and Landlord-Tenant Relations).
- ▶ Retain current policy
- ▶ Increase transparency, equity
- ▶ Strengthens enforcement by using the existing rental license and enforcement process
- ▶ Remove terms and definitions from Zoning Ordinance
  - ▶ 'Boardinghouse', 'Family'



## Recommendation 3: Update Use Permissions and Use Standards

Notable change: Convert many Special Exception uses to Conditional or Permitted uses

- ▶ Recommended through FAST 2
- ▶ Special Exceptions
  - ▶ Continue to apply for 10 most impactful uses
  - ▶ Board of Appeals review
- ▶ Conditional or Permitted uses
  - ▶ Convert less impactful uses
  - ▶ Standard review process
  - ▶ Retain use standards that align with city goals and policies and mitigate potential impact

Use															All IMXTD Zones <sup>1</sup>									
P = Permitted																								
C = Conditional																								
SE = Special Exception																								
Blank = Prohibited																								
	R-400	R-200	R-150	R-90	R-75	R-60	R-40	RMD-Infill	RMD-10	RMD-15	RMD-25	RHD	I-L	I-H		MXCD	MXE	MXB	MXCT	MXNC	MXC	MXT	PARKS	
Residential																								
Group Home, Large	S	S	S	S	S	S	S	S	S	S	S	S			S	S	S	S	S	S	S	S		
Housing for senior adults and persons with disabilities	C	C	C	C	C	C	C	C	C	P	P	P			P	P	P	C	P	P	C	C		
Life Care Facility	S	S	S	S	S	S	S	S	S	S	S	S			P	P	P	C	P	C	C	C		
Retail and Sales																								
Adult Oriented Establishment													S											
Bed and Breakfast	C	C	C	C	C	C	C	C	C	C	C	C			C	C	C	C	C	C	C	C		
Eating and Drinking Establishment													C		P	P	P	P	P	P	P	P		
Event Space, Club, and Lodge	C								C				P		P	P	P	P	P	C		C		
Hospital													P		P	P	P	P	P	C				
Hotel															P	P	P	P	C	C				
Pawnbroker													C											
Recreational Facility, Outdoor, Commercial													P		P	P	P		P	P				
Shooting Gallery													S	S										
Swimming Pool	C	C	C	C	C	C	C	C	C	C	C	C			C	C	C	C	C	C	C	C	C	
Veterinary Services	C	C											P		P	P	P	P	P	C	P	C		
Institutions and Public																								
Adult Day Care	C	C	C	C	C	C	C	C	C	C	C	C	P		P	P	P	P	P	P	P	C		
Child Care Center	P	P	C	C	C	C	C	C	P	P	P	P	P		P	P	P	P	P	P	P	P		
Educational Institution, Private	C	C	C	C	C	C	C	C	C	C	C	C	P		P	P	P	P	P	C	P	C		

Use																								
P = Permitted																								
C = Conditional																								
SE = Special Exception																								
Blank = Prohibited																								
	R-400	R-200	R-150	R-90	R-75	R-60	R-40	RMD-Infill	RMD-10	RMD-15	RMD-25	RHD	I-L	I-H	All MXTD Zones <sup>1</sup>	MXCD	MXE	MXB	MXCT	MXNC	MXC	MXT	PARKS	
Public Utility Structure	S	S	S	S	S	S	S	S	C	C	C	C	P	P	P	P	P	P	P	P	P	C	S	
Wireless communication facility not located entirely within an existing building or on the roof or side of a building, or attached to an existing structure, including, but not limited to antennas on a freestanding ground mounted antenna support structure	S	S	S	S	S	S	S	S	S	S	S	S											S	
Wireless communication freestanding ground mounted antenna support structure													S	S	S	S	S	S	S	S	S	S		
Automotive																								
Automobile Filling Station													S	S		S	S		S	S	S			
Drive-Through Window <sup>2</sup>																C	C	C	C	S	C			
Miscellaneous																								
Home-Based Business Enterprise <sup>3</sup>	C	C	C	C	C	C	C	C	C	C	C	C			C	C	C	C	C	C	P	C		



## Notable change: Allow the development of multifamily housing on property owned by non-profits or places of worship

- ▶ Recommended and endorsed during Mayor and Council's September 2024 Housing Supply work session
- ▶ Allow for non-profits and places of worship in all zones
- ▶ Utilize excess land for mission-based purposes; co-locate housing and services/facilities
- ▶ Follow example of Montgomery County and California

## Requested Feedback



Do you support...

1. New Home-Base Businesses definitions and standards?
2. Approach to regulating more than 5 unrelated tenants in a Single dwelling unit?
3. Converting certain Special Exceptions to Conditional or Permitted uses (standard approval process vs Board of Appeals + standard approval process)?
4. Allowing multifamily housing on property owned by non-profits or places of worship?

Parking





## Requested Feedback



Do you support...

1. Parking changes to further Vision Zero
2. By-right adjustments
3. Instituting parking maximums for most zones
4. Eliminating parking requirements within  $\frac{1}{2}$  mile of Metro and  $\frac{1}{4}$  mile of Bus Rapid Transit, consistent with Town Center
5. Revising the process for requesting parking reductions



## Recommendation 1: Further Vision Zero



- ▶ Add a new Pedestrian and Bicycle Facilities Division to the Zoning Ordinance
- ▶ Require bicycle parking for both principal and accessory uses
- ▶ Clarify bicycle parking location requirements
- ▶ Add provisions for pedestrian visibility at parking facility entrances

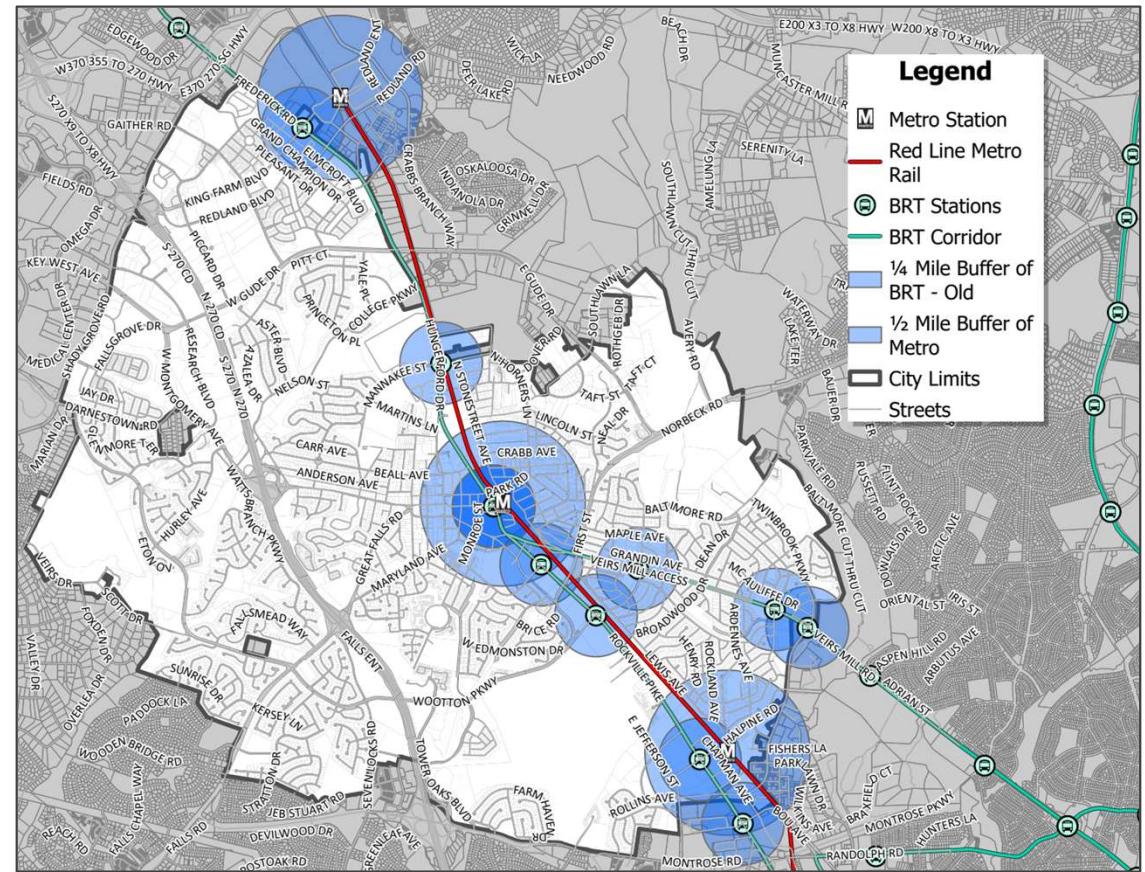
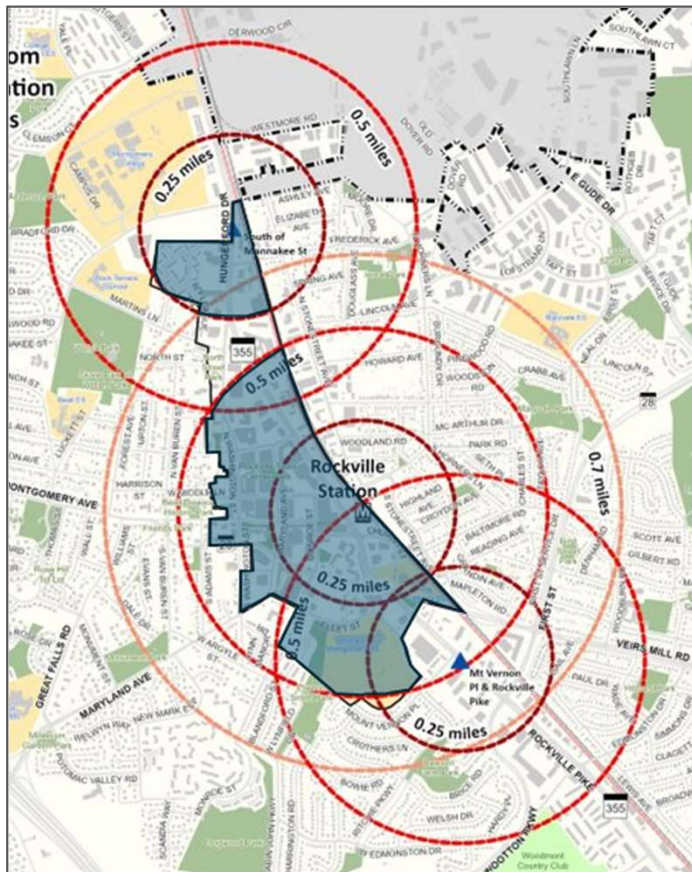


## Recommendation 2: Right-Size Parking Minimums and Maximums

- ▶ Update minimum requirements
- ▶ Introduce by-right adjustments to support city goals
  - ▶ EV charging spaces
  - ▶ MPDU apartments
  - ▶ Bicycle commuter facilities
  - ▶ Pick-up/Drop-off spaces
- ▶ Institute parking maximums for most zones
- ▶ Eliminate parking requirements within  $\frac{1}{2}$  of Metro and  $\frac{1}{4}$  mile of Bus Rapid Transit, consistent with Town Center

## Adopted with Town Center Master Plan

## Proposed with Zoning Ordinance Rewrite





## Recommendation 3: Revise the process for requesting parking reductions

- ▶ Parking reduction **up to** 10%
  - ▶ *De minimus*
  - ▶ Approval by project's Approving Authority
- ▶ Parking reduction **greater than** 10%
  - ▶ Parking demand analysis
  - ▶ Approval by project's Approving Authority



## Requested Feedback

Do you support...

1. Parking changes to further Vision Zero
2. By-right adjustments
3. Instituting parking maximums for most zones
4. Eliminating parking requirements within  $\frac{1}{2}$  of Metro and  $\frac{1}{4}$  mile of Bus Rapid Transit, consistent with Town Center
5. Revising the process for requesting parking reductions

# Zones Standards



# Do you support these recommendations?



- ▶ **MXNC:** Increase base height from 45' (bonus up to 65') to 65'
- ▶ **Comprehensive Map Amendment:** Revise Veirs Mill Corridor rezoning to reflect 95% BRT design





# FAST 2 Development Review Process Planning Commission's Recommendation

# Outline



- ▶ Requested feedback
- ▶ Need for improving processes
- ▶ Planning Commission recap
- ▶ Recommendations
- ▶ Additional information requested from M&C
  - Administrative approvals in other jurisdictions
  - How would FAST recommendations have changed processes for prior cases?
- ▶ Requested feedback
- ▶ Questions

## Requested Feedback



Do you support staff's and Planning Commission's recommendation on...

1. the revised streamlined Planned Development (PD) amendment process?
2. allowing for site plans in certain zoning districts to be approved administratively?
3. allowing for site plans for certain types of development to be approved administratively?
4. the change to improve transparency of the residential area impact section of the point table?

# Need for FAST Changes

- ▶ Housing Crisis
  - Largest shortage of low-cost rentals and entry-level homes
  - High demand in desirable Rockville & Washington D.C. region
  - Changes can activate projects sooner
  - Changes supported by City's Housing and Community Development department
- ▶ Economic Development
  - More efficient, less costly, makes projects more financially viable, more predictable
  - Job creation
- ▶ Policy documents in place or in process
  - Rockville 2040/ZOR



# Overview of Recommendations



1. Streamline the Planned Development (PD) amendment process (revised)
  2. Allow for site plans in certain zoning districts to be approved administratively
  3. Allow for site plans for certain types of development to be approved administratively
  4. Update “residential area impact” in the point table to be more transparent
- 
- Public notification required for all area meetings and public hearings before the Planning Commission and Mayor and Council



# Planning Commission Feedback

Unanimously supported all recommendations

- ▶ Recognized the need to streamline processes
- ▶ Key for housing and economic development
- ▶ Necessary to be competitive with other jurisdictions
- ▶ Administrative approvals depend on capable staff and strong codes
- ▶ Concern about losing the human element that Planning Commission brings
  - Staff response:
  - Public notice continues to be required
  - Staff is available to the public for questions, comments
  - Working to address public concerns is one of staff's main responsibilities

# Mayor and Council's Role in Changes



- ▶ Approval Authority not changing
  - Project plans - largest projects (Shady Grove, Twinbrook Quarter) must be decided upon by Mayor and Council with recommended changes
  - PD amendments – function as a change to zoning standards of a site, continue to require M&C approval
- ▶ ZOR changes allow certain site plans previously decided upon by the Planning Commission to be decided upon by staff
- ▶ Level II Site Plans within 300 feet of existing single-family homes remain with the Planning Commission



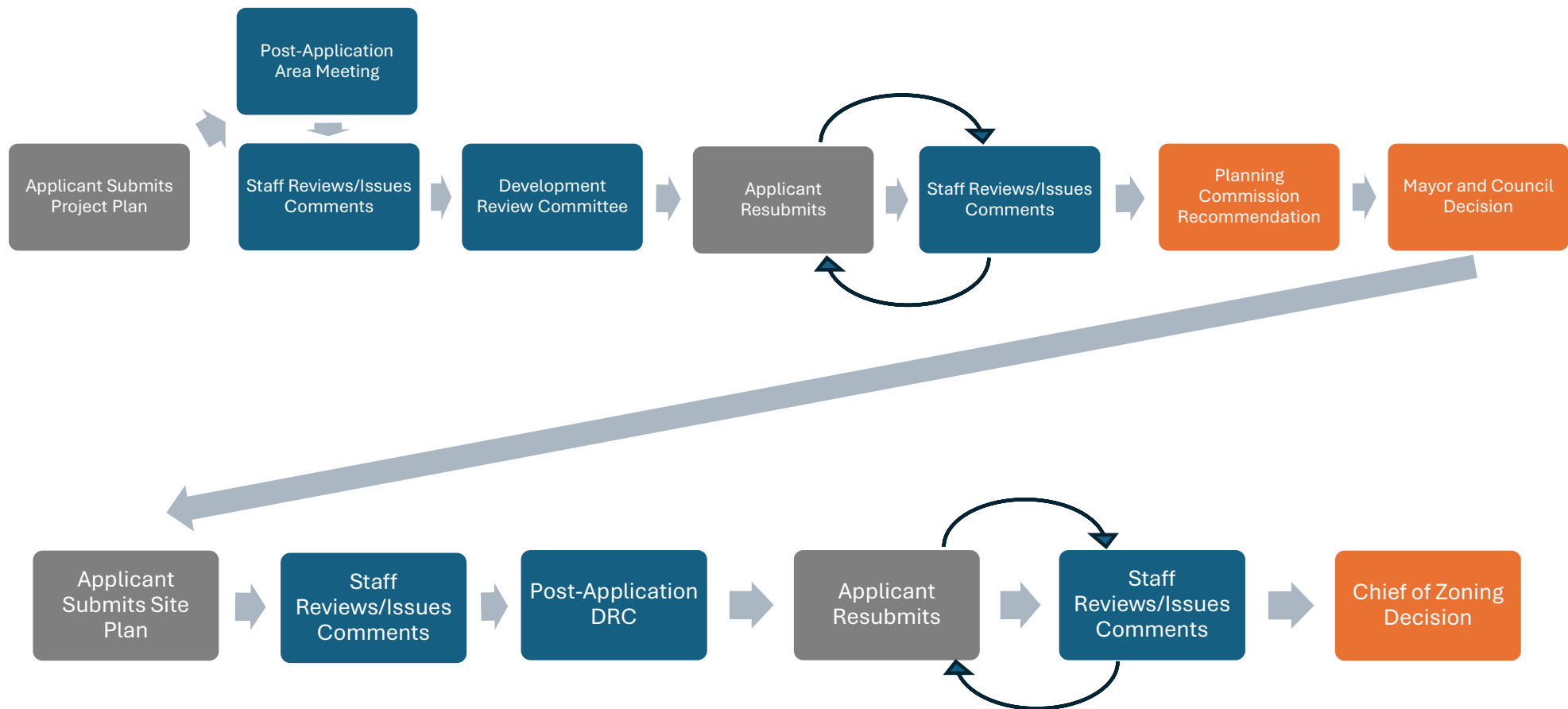
# Recommendation 1

## Streamline Planned Development (PD) Amendment Process (revised)

- ▶ Multiple PD zones throughout the City
  - Development requires a PD amendment (Rockshire, Tower Preserve)
- ▶ Revised recommendation: follow the new project plan process
  - M&C continue to be the deciding body
  - Combine two area meetings into one post-application meeting
  - Remove Planning Commission and M&C briefings
  - Planning Commission makes a recommendation to M&C
  - Subsequent site plans to be administratively approved
- ▶ Goal to make the process achievable within 6 months
  - Currently takes 18 months on average
- ▶ Planning Commission supported on 6/11



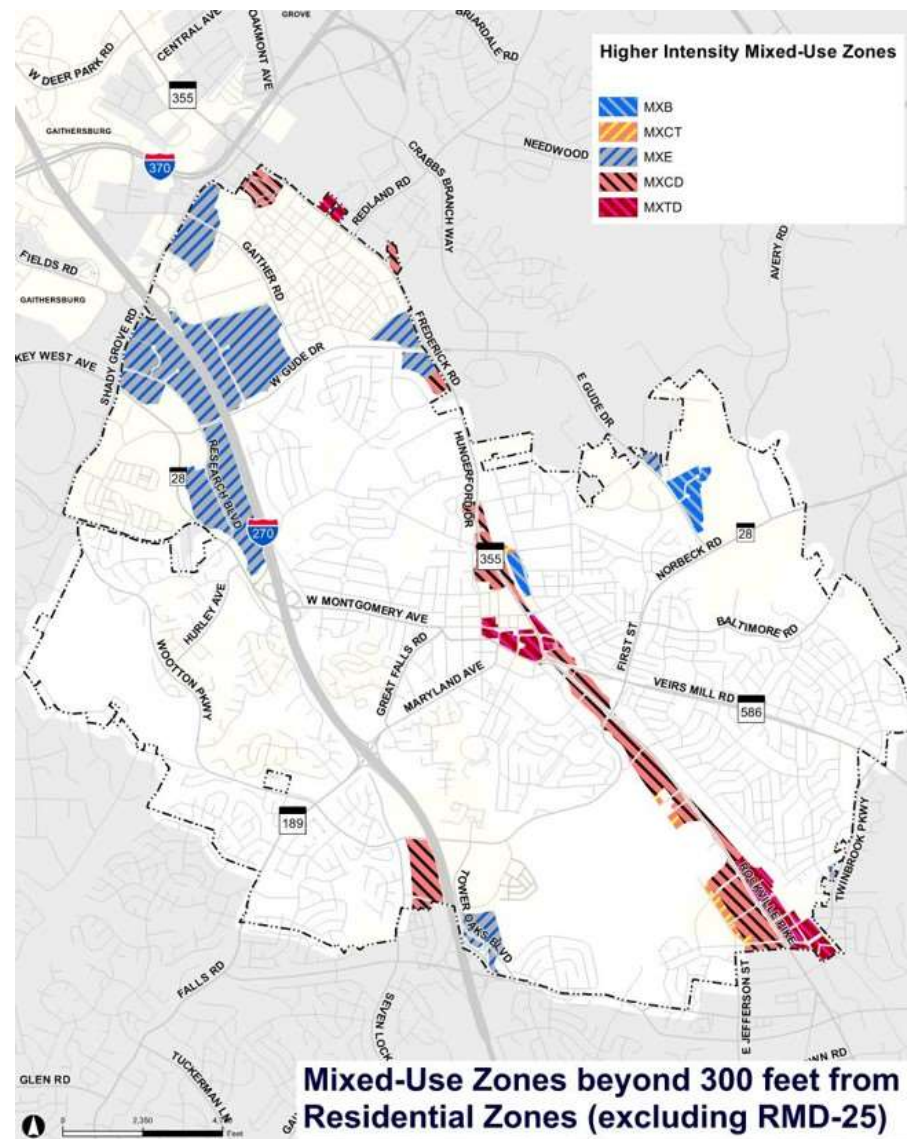
# Proposed PD Amendment Process



## Recommendation 2

Designate certain mixed-use districts for site plans to be approved administratively

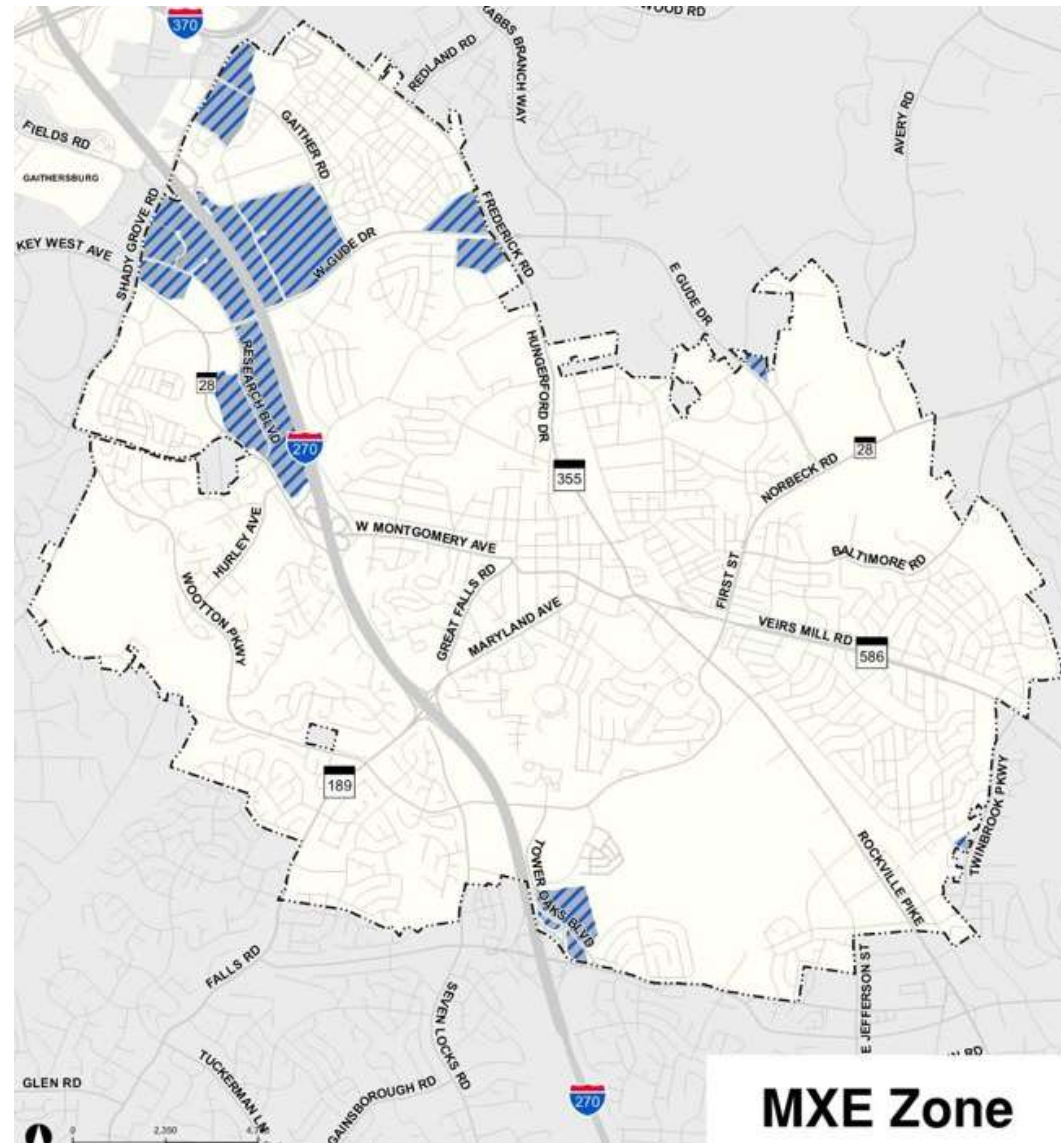
- ▶ Only in most intense Mixed-Use zones (MXB, MXCT, MXE, MXCD, and MXTD) near transit and existing infrastructure
- ▶ Only when not within 300 feet of a residential zone (including other jurisdictions)
- ▶ Planning Commission supported on 6/11



## Recommendation 3

Designate additional project types for administrative site plan approval

- Research and development (including life sciences) in the MXE zone



## Recommendation 3 (continued)



- ▶ Designate additional project types for administrative site plan approval
  - Housing developments with 20% or greater affordable housing units
  - Housing for senior adults and persons with disabilities.
    - Reduces barriers to supportive housing types for vulnerable populations.
  - Residential development up to 19 units (Faster process is especially important for smaller projects)
  - Nonresidential (e.g. office) to residential conversions.
  - Planning Commission supported on 6/11

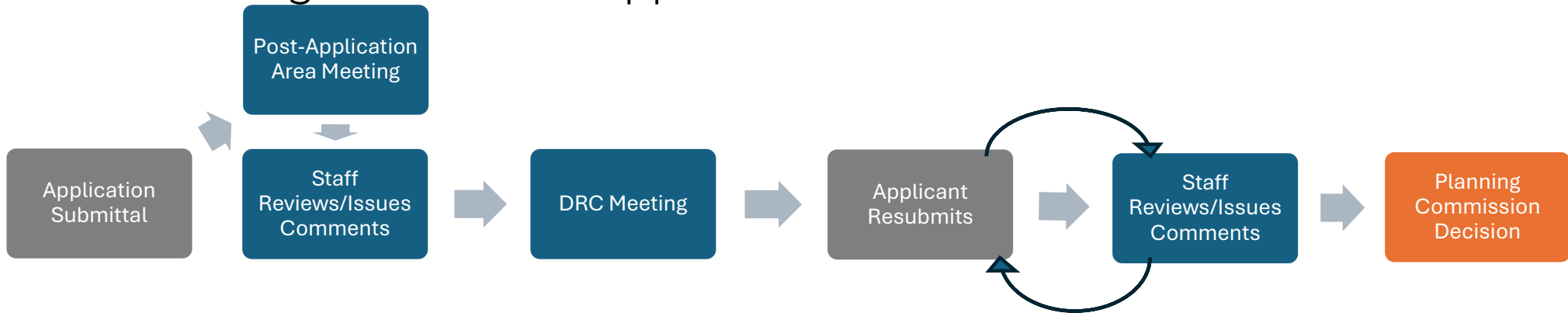


*Proposed office to residential conversion at 12501 Ardennes*

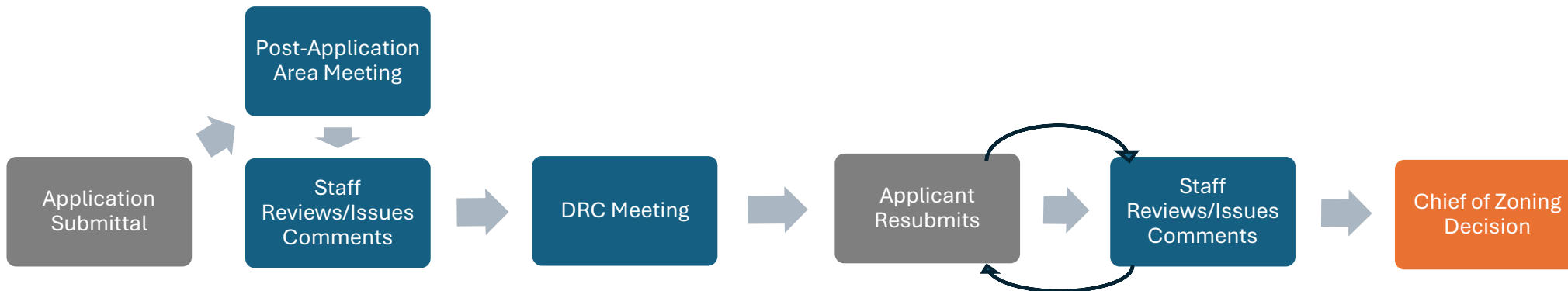


# Proposed Site Plan Process

## ► Planning Commission Approval



## ► Chief of Zoning Approval





## Comparison of Site Plan Processes

- ▶ Transparency, community engagement, and feedback in both processes
- ▶ Same thorough technical review to ensure all city requirements are met
- ▶ Same/similar outcome – site plan that implements the city's technical requirements and standards
- ▶ Currently, these site plans are usually approved in one Planning Commission meeting as presented and recommended by staff (technical decision – does it meet the requirements)
- ▶ Site plans near existing residential remain Planning Commission decisions
- ▶ Administrative decisions to be publicly posted

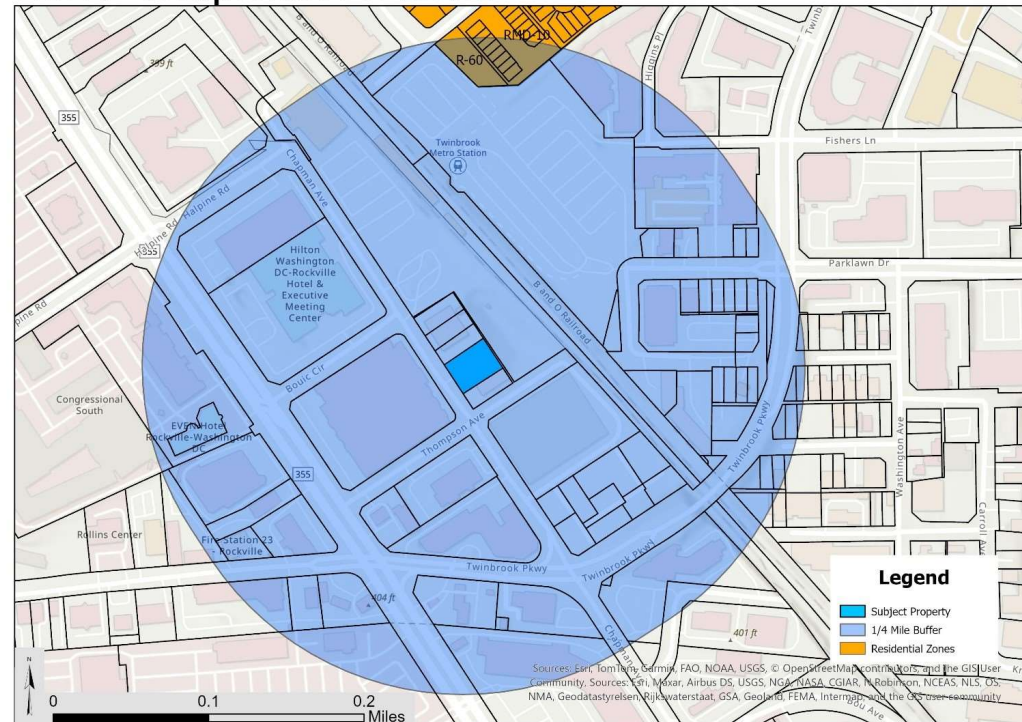


## Recommendation 4

Update “residential area impact” in the point system to be more transparent

- ▶ Point system determines level of review
- ▶ Residential area impact needs improvement
  - Not transparent, requires complex analysis
  - Assesses impact when there may not be (as shown in example)
- ▶ Proposed change would not impact level of review of any cases from 2014 to 2024

1818 Chapman Avenue



## Recommendation 4 (update point table)



<b>Current Point Table</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Residential Area Impact	No single unit residential within ¼ mile	Up to 10% of area within ¼ mile of the project area comprised of single-unit detached residential units	Up to 50% of area within ¼ mile of project area comprised of single-unit detached residential	Up to 75% of area within ¼ mile of the project area comprised of single-unit detached residential	Development is within single-unit detached unit area.

<b>Proposed Point Table</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Proximity to land zoned R-400-> RMD-15, developed with single-unit detached, townhouse, or multiplex	No residential within 500'	Residential within 500'	Residential within 100'	Confronting residential	Adjacent to residential



# Administrative Approvals in Other Jurisdictions

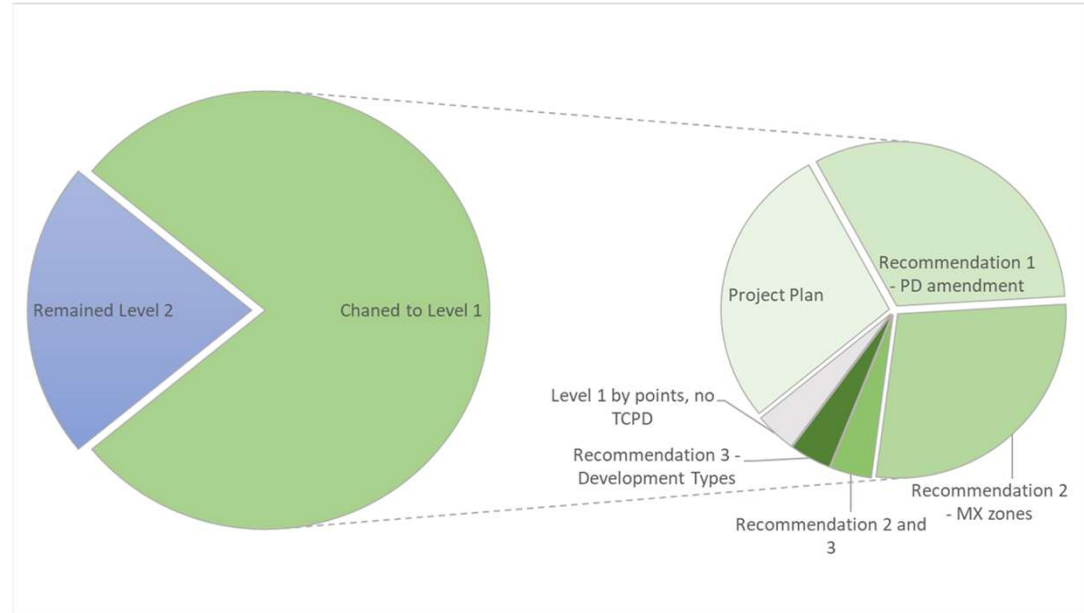


- Site plans in other jurisdictions (e.g. in Virginia and Texas) are largely administrative
- Michigan APA zoning reform toolkit recommends expanding administrative review
  - Case studies: Kalamazoo and Albion
- City of Sacramento delegated many projects from Council/Planning Commission to staff
- City of Santa Monica allows residential developments in nonresidential zones to be administrative (2025)

# Site Plans 2014-2024, Changes under FAST

- Majority of new administrative site plans (15) because of change to project plan and PD amendment

- Planning Commission would have made recommendation at the project plan/PD amendment stage



- Changes to residential area impact (Recommendation 4) had no impact on the level of review
- None of the proposed changes had any impact on which projects were subject to Mayor and Council approval

## Requested Feedback



Do you support staff's and Planning Commission's recommendation on...

1. the revised streamlined Planned Development (PD) amendment process?
2. allowing for site plans in certain zoning districts to be approved administratively?
3. allowing for site plans for certain types of development to be approved administratively?
4. the change to improve transparency of the residential area impact section of the point table?

Questions?



MAYOR AND COUNCIL Meeting Date: August 4, 2025

Agenda Item Type: MOCK AGENDAS

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: SFERRELL@ROCKVILLEMD.GOV

## **Subject**

Mock Agenda

---

## **Recommendation**

Staff recommends the Mayor and Council review and provide comments.

---

## **Attachments**

September 8, 2025 Mock Agenda.pdf



## **MAYOR AND COUNCIL**

---

**Meeting No.**

**Monday, September 8, 2025 - 5:30 PM**

### **MOCK AGENDA**

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

#### **Ways to Participate**

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or [cityclerk@rockvillemd.gov](mailto:cityclerk@rockvillemd.gov) or by filling this form: <https://www.rockvillemd.gov/FormCenter/City-Manager-2/Request-a-Reasonable-Accommodation-50>

#### **Translation Assistance**

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or [cityclerk@rockvillemd.gov](mailto:cityclerk@rockvillemd.gov), or by using this form: <https://www.rockvillemd.gov/FormCenter/City-Clerk-11/Sign-Up-for-Translation-Assistance-at-Co-368>

#### **In-Person Attendance**

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

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

#### **Viewing Mayor and Council Meetings**

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

#### **Participating in Community Forum & Public Hearings:**

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

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

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

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

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

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

#### 1. Convene - 5:30 PM

#### 2. Pledge of Allegiance

#### 3. Proclamation and Recognition - 5:35 PM

- A. Certificates of Recognition for Student Achievers - Julius West Middle School
- B. Certificates of Recognition for Student Achievers - Thomas S. Wootton High School
- C. Certificates of Recognition for Student Achievers - Richard Montgomery High School Student Achievers
- D. Certificates of Recognition for Student Achievers - Rockville High School

#### 4. Agenda Review - 6:30 PM

#### 5. City Manager's Report - 6:35 PM

#### 6. Boards and Commissions Appointments and Reappointments - NONE

**7. Community Forum - 6:40 PM****8. Special Presentations - NONE****9. Consent Agenda - NONE****10. Public Hearing - 7:00 PM**

- A.** Public Hearing on Community Needs: FY 2027 Community Development Block Grant (CDBG) Funding

**11. Action Items - 7:05 PM**

- A.** Adoption of the Consultant's Final Report on the Election Code Update - Action Item Gant Group

**12. Worksession - 8:05 PM**

- A.** Vision Zero Progress Update

**13. Mock Agenda - 9:05 PM****14. Old / New Business - 9:10 PM****15. Adjournment - 9:30 PM**