
**FIRST AMENDMENT
STANDARD FORM OF AGREEMENT**

**Construction, Repair & Maintenance of Concrete Sidewalks, Curbs, Driveway Aprons &
Miscellaneous Appurtenances & Infrastructure**

This **FIRST AMENDMENT TO THE STANDARD FORM OF AGREEMENT** (this “**First Amendment**”) is made this ____ day of _____ 2025, by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and municipal corporation of the State of Maryland, acting through its City Manager (the “**Mayor and Council**”) and **A.J. ROMANO CONSTRUCTION INC.**, a Maryland corporation (the “**Contractor**”). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. **WHEREAS**, the City of Rockville Procurement Division issued Invitation for Bid #03-21 (“**IFB #03-21**”) to procure the services of multiple contractors that would perform the general construction, installation, removal, replacement of damaged concrete infrastructure, including but not limited to, concrete curbs, sidewalks, driveway aprons, ADA access ramps, geometric improvements for pedestrian and traffic safety, storm drainpipe, storm drain inlets, and other small projects as needed or necessary at various locations (the “**Concrete Services**”) throughout the City of Rockville on an as needed basis; and
- B. **WHEREAS**, after the Contractor was selected as one of the qualified and responsive bidders to IFB #03-21, on March 5, 2021, the Parties entered a Standard Form of Agreement (the “**Concrete Contract**”) pursuant to which the Contractor agreed to provide the Concrete Services to the City, on an as needed basis, at a cost not to exceed \$1,000,000 per year; and
- C. **WHEREAS**, the Concrete Contract was for a term of one (1) year, ending December 31, 2021, with the City holding an option to renew and extend the Concrete Contract for an additional four one (1) year terms; and
- D. **WHEREAS**, on October 29, 2024, for the fourth and final time, the Parties agreed to renew and extend the Concrete Contract for one (1) year, ending December 31, 2025, pursuant to which the Contractor agreed to provide the Concrete Services to the City, on an as needed basis, at a cost not to exceed \$3,500,000 per year; and
- E. **WHEREAS**, in order to increase the Contractor’s not-to-exceed cost of providing the Concrete Services to the City from \$3,500,000 to \$5,200,000, the Parties have agreed to amend the Concrete Contract, as renewed and extended on October 29, 2024, which this First Amendment is intended to hereby amend. If there is any conflict between the provisions of this First Amendment and those elsewhere in the Concrete Contract, the provisions of this First Amendment govern. Except as expressly stated otherwise in this

First Amendment, capitalized terms used and not defined have the same meanings defined in the Concrete Contract.

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:

1. Article 1. Article 1 of the Concrete Contract is hereby amended and shall hereafter be and read as follows:

“The COUNCIL agrees to pay the CONTRACTOR for performance of the contract the sum of \$5,200,000.”

2. Article 3. Article 3 of the Concrete Contract is hereby amended and shall hereafter be and read as follows:

“The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor as described in the specifications entitled IFB #03-21 REQUIREMENTS CONTRACT FOR CONSTRUCTION, REPAIR AND MAINTENANCE OF CONCRETE SIDEWALKS, CURBS, DRIVEWAY APRONS AND MISCELLANEOUS APPURTENANCES AND INFRASTRUCTURE THROUGH December 31, 2025, at 11:59 p.m.”

3. This First Amendment embodies the entire agreement between the Parties with respect to the amendment of the Concrete Contract. In the event of any conflict or inconsistency between the provisions of the Concrete Contract and this First Amendment, the provisions of this First Amendment shall control and govern.

4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Concrete Contract remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this First Amendment shall not, in any manner impair the Concrete Contract, the purpose of this First Amendment being simply to amend and ratify the Concrete Contract, as hereby amended and ratified, and to confirm and carry forward the Concrete Contract, as hereby amended, in full force and effect.

5. THIS FIRST AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND.

The signature(s) of the person(s) executing this First Amendment to the Concrete Contract on behalf of the Contractor and the Mayor and Council are set forth on the execution page(s) immediately following this page.

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this First Amendment, 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

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this First Amendment, 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.

CONTRACTOR

A. J. ROMANO CONSTRUCTION INC., a
Maryland stock corporation

By: _____
Antonio J. Romano, President