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**FIRST AMENDMENT  
STANDARD FORM OF AGREEMENT**

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**Asphalt Rehabilitation and Maintenance Services**

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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 **FRANCIS O. DAY CO., 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 #05-21 (“**IFB #05-21**”) to procure the services of multiple contractors that would perform the rehabilitation of damaged asphalt streets, including, but not limited to asphalt patching and base repairs, milling, repaving with hot mix asphalt, and the removal and replacement of thermoplastic street markings and speed humps at various locations (the “**Asphalt Rehabilitation and Maintenance 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 #05-21, on March 4, 2021, the Parties entered a Standard Form of Agreement (the “**Asphalt Rehabilitation Contract**”) pursuant to which the Contractor agreed to provide the Asphalt Rehabilitation and Maintenance Services to the City, on an as needed basis, at a cost not to exceed \$1,300,000 per year; and
- C. **WHEREAS**, the Asphalt Rehabilitation Contract was for a term of one (1) year, ending December 31, 2021, with the City holding an option to renew and extend the Asphalt Rehabilitation Contract for an additional four one (1) year terms; and
- D. **WHEREAS**, on October 31, 2024, for the fourth and final time, the Parties agreed to renew and extend the Asphalt Rehabilitation Contract for one (1) year, ending December 31, 2025, pursuant to which the Contractor agreed to provide the Asphalt Rehabilitation and Maintenance Services to the City, on an as needed basis, at a cost not to exceed \$1,900,000 per year; and
- E. **WHEREAS**, in order to increase the Contractor’s not-to-exceed cost of providing the Asphalt Rehabilitation and Maintenance Services to the City from \$1,900,000 to \$4,200,000, the Parties have agreed to amend the Asphalt Rehabilitation Contract, as renewed and extended on October 31, 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 Asphalt Rehabilitation 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 Asphalt Rehabilitation 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 Asphalt Rehabilitation Contract is hereby amended and shall hereafter be and read as follows:

“The COUNCIL agrees to pay the CONTRACTOR for its services to perform the rehabilitation of damaged asphalt streets, including, but not limited to asphalt patching and base repairs, milling, repaving with hot mix asphalt, and the removal and replacement of thermoplastic street markings and speed humps at various locations throughout the City of Rockville on an as needed basis, as further specified in the City of Rockville’s Invitation for Bid #05-21 (“**IFB #05-21**”), at a cost not to exceed \$4,200,000.”

**2. Article 3.** Article 3 of the Asphalt Rehabilitation 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 IFB #05-21 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 Asphalt Rehabilitation Contract. In the event of any conflict or inconsistency between the provisions of the Asphalt Rehabilitation 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 Asphalt Rehabilitation 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 Asphalt Rehabilitation Contract, the purpose of this First Amendment being simply to amend and ratify the Asphalt Rehabilitation Contract, as hereby amended and ratified, and to confirm and carry forward the Asphalt Rehabilitation 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 Asphalt Rehabilitation 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**

**FRANCIS O. DAY CO., INC.**, a Maryland stock corporation

By: \_\_\_\_\_  
Francis O. Day IV, Vice President