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**ROCKVILLE, MARYLAND  
CONSTRUCTION CONTRACT**

**SWM FACILITIES IMPROVEMENTS:  
CITY FACILITY AT THE VILLAGES OF TOWER OAKS PROJECT**

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This **CONSTRUCTION CONTRACT** (this “**Construction Contract**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2026 (the “**Effective Date**”) by and between **THE MAYOR AND COUNCIL OF ROCKVILLE** (the “**Mayor and Council**” or “**City**”), and **MAGSTONE, LLC** (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 Mayor and Council is a municipal corporation duly organized and existing under the laws of the State of Maryland with the power to carry on its business as it is now being conducted under the laws of the State of Maryland and the Rockville City Charter; and
- B. WHEREAS**, the Contractor is a limited liability company duly organized and in good standing in the state of Maryland, authorized to conduct business in the State of Maryland, and has the background, knowledge, experience and expertise to perform the obligations set forth in this Construction Contract; and
- C. WHEREAS**, in accordance with the City of Rockville Procurement Ordinance, on February 20, 2026 , the Department of Procurement issued IFB #11-26 for the dredging of approximately 2,725 cubic yards of sedimentation, installation of two forebays, and performance of other facility maintenance as defined by the Dam Safety Division of the Maryland Department of the Environment (December 11, 2019 inspection), including furnishing of all materials, labor, equipment, tools and services, and all other associated work in the City of Rockville, Maryland; and
- D. WHEREAS**, in accordance with the Procurement Ordinance, on April 9, 2026 , the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #11-26, including the bid submitted by Contractor, and on April 9, 2026 , in accordance with the Procurement Ordinance, the Department of Procurement determined Contractor to be the lowest responsive and responsible bidder; and
- E. WHEREAS**, on [REDACTED], 2025, in accordance with Section 17-39(a) of the Procurement Ordinance, the Mayor and Council awarded this Construction Contract to the Contractor for the provision of certain construction and other services as identified in the Contract Documents pursuant to the following terms and conditions, and authorized the City Manager to execute this Construction Contract on its behalf, subject to approval as to legal form by the City Attorney.

*End of Recitals*

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties 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

(a) **Section 1.01. Incorporation of Recitals.** The foregoing recitals above and documents referenced herein are an integral part of this Construction Contract and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Construction Contract. Accordingly, the foregoing recitals are fully incorporated into this Construction Contract by this reference as if fully set forth herein. In the event of any conflict between this Construction Contract and any documents referenced herein, the terms of this Construction Contract shall govern and control.

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

***“Applicable Code Requirements”*** means all federal, State of Maryland, Montgomery County and City of Rockville laws, statutes, building codes, ordinances and regulations of governmental authorities having jurisdiction over a Project, Work, Site, Contractor or City.

***“Applications for Payment”*** means detailed applications for payment submitted on a standard form such as the AIA G702 form, as required by Paragraph 75 of the General Conditions and Instructions to Bidders in Addendum 2 of IFB #11-26. Applications for Payment shall not include payment for equipment or materials delivered to a 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 a 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.

***“City of Rockville Change Order”*** means a duly authorized instrument issued by the Purchasing Agent or her authorized designee in accordance with the Procurement Ordinance which operates to amend the scope of Work, and which may also amend the Contract Sum or the Contract Time.

***“City of Rockville Notice to Proceed”*** means the written notice issued by the Purchasing Agent or her authorized designee in accordance with the Procurement Ordinance to the Contractor to begin the Work.

***“Contract Documents”*** means and consists of the following documents, which are on file with the City Department of Procurement and are hereby incorporated into this Construction Contract as though fully restated by reference:

1. City of Rockville Change Order
2. Construction Contract
3. IFB #11-26 – Addendum #1 and Addendum #2 (excluding attached General Conditions and Instructions to Bidders)
4. IFB #11-26 – Project Drawings
5. IFB #11-26 – Special Terms and Conditions
6. IFB #11-26 – Technical Specifications/Scope of Work
7. IFB #11-26 – General Conditions and Instructions to Bidders (Construction, 2/2022), attached to Addendum #2
8. IFB #11-26 – Appendices, Announcement, Description and General Information
9. Contractor Bid
10. City of Rockville Notice to Proceed
11. Performance, Payment and Warranty Bonds

For purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Construction Contract, the Contract Documents shall have the order of precedence as set forth above. If a claimed inconsistency cannot be resolved through the order of precedence, the City Manager shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

**“Contractor”** means Magstone, LLC, a limited liability company organized under the laws of Maryland which submitted the Contractor Bid.

**“Contract Sum”** means the total amount of compensation provided for in Article III that is payable to the Contractor for the performance of the Work in accordance with the Contract Documents, including adjustments made by a City of Rockville Change Order.

**“Contract Time”** means the total number of days set forth in this Construction within which Final Completion of the Work must be achieved by Contractor, including any adjustments of time (increases or decreases) made by a City of Rockville Change Order.

**“Day”** whether capitalized or not, unless otherwise specifically provided, means calendar day, including weekends and legal holidays.

**“Delay”** means, whether capitalized or not, any circumstances involving disruption, hindrance, or interference in the performance of the Work within the Contract Time.

**“Department of Procurement”** means the City’s Department of Procurement.

**“Department of Public Works”** means the City’s Department of Public Works.

**“Extra Work”** means additional Work or costs due to a change in the Work that is not described in or reasonably inferable from the Contract Documents which may be the basis for an adjustment of the Contract Sum under the terms of the Contract Documents. Extra Work shall not include additional Work or costs arising from Contractor’s failure to perform any of its duties or obligations under the Contract Documents.

**“Final Completion”** means the final and full completion of all Work required by the Contract Documents, including all punch list items and submission of all Record Documents, to the satisfaction of the City Manager or his written designee, pursuant to Article II.

**“IFB #11-26”** means the Invitation for Bids #11-26 issued by the Department of Procurement on February 20, 2026 .

**“Losses”** means the losses or costs that directly results from a breach of this Construction Contract.

**“Notice to Proceed”** means a written notice to proceed with the Work issued by the Purchasing Agent. A Notice to Proceed does not include a Limited Notice to Proceed.

**“Procurement Ordinance”** means Chapter 17 of the Rockville City Code, as amended.

**“Project”** means the work as described in IFB #11-26 at the rates represented on the Contractor Bid.

**“Project Manager”** means the Project Manager listed Section 2.02 of this Contract, or such other City staff person as may be designated by the Director of the City’s Department of Public Works to manage the Project.

**“Purchasing Agent”** means the person designated as purchasing agent pursuant to the Procurement Ordinance.

**“Record Documents”** means the warranties, guarantees and other documents required to be submitted by Contractor as a condition of Final Compensation.

**“Site”** means the physical site or sites located within the City of Rockville where the Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

**“Substantial Completion”** means the Project has been substantially completed to permit utilization of the Project, or a substantial portion thereof, by the City for the Project’s intended purpose, pursuant to Paragraph 80 of the General Conditions and Instructions to Bidders in Addendum #2 of IFB #11-26 and as otherwise described in the Special Terms or Technical Specifications of IFB #11-26.

“**Work**” means all labor, materials, equipment, servicers, permits, fees, licenses and taxes, and all other things necessary for the Contractor to perform its obligations and complete the Project, including without limitation, any changes or additions requested by the City, in accordance with the Contract Documents and all Applicable Code Requirements.

“**Working Day**” means any calendar day other than Saturday, Sunday, or the following holidays as observed by the City of Rockville: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, and all days of general and congressional elections throughout the State of Maryland.

**Section 1.03. General.** Any other capitalized term to which a meaning is expressly given in this Construction Contract shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders. The defined terms used in the preamble and recitals of this Construction Contract have been included for convenience of reference only, and the meaning, construction and interpretation of all defined terms shall be determined by reference to this Article I notwithstanding any contrary definition in the preamble or recitals hereof. The titles and headings of the sections of this Construction Contract have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Construction Contract or any provision hereof or in ascertaining intent, if any question of intent shall arise.

*End of Article I*

**ARTICLE II**  
**TERM, PERFORMANCE OF WORK AND COMPLETION OF PROJECT**

**Section 2.01. Contract Term.** The term of this Construction Contract shall begin on the Effective Date and shall expire three hundred and sixty-five (365) days from issuance of a Notice to Proceed.

**Section 2.02. Project Managers.** The following staff members of the Public Works Department is the City’s designated “**Project Manager**”:

Gabriel Kosarek, Engineering Supervisor  
City Hall  
Department of Public Works  
111 Maryland Avenue  
Rockville, MD 20850  
Telephone: 240-314-8513  
Email: gkosarek@rockvillemd.gov

It shall be the Contractor’s responsibility to ensure that the applicable Project Manager is kept informed on the progress of a Project described in the Notice to Proceed submitted by that Project Manager. The City Manager or designee may modify the designated Project Managers by notifying the Contractor in writing of any such modification.

**Section 2.03. [Intentionally Blank].**

**Section 2.04. Performance of Work.** The Contractor agrees to perform all Work required for Final Completion of the Project, as specified in the Contract Documents. The Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

**Section 2.05. Progress and Completion.**

(a) Time is of the Essence. Time is of the essence with respect to all time limits set forth in the Contract Documents.

(b) Notice to Proceed. Contractor must commence the Work within 14 calendar days from the date of issuance of a Notice to Proceed. All work associated with this project must be completed within 365 calendar days after issuance of the Notice to Proceed. The City may issue a Limited Notice to Proceed to allow for mobilization, coordination, field measuring, NNI eradication, shop drawing review/approval, submission of work plan and ordering long lead time components. Landscaping may be delayed until the subsequent planting season but must be completed no later than 60 days from the start of the subsequent planting season of April 1 or October 1 of any calendar year.

(c) Work Progress.

(i) Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time.

(ii) If City determines and notifies Contractor that Contractor's progress is such that Contractor will not complete the Work within the Contract Time, Contractor shall, immediately and at no additional cost to City, take all measures necessary, including working such overtime and additional shifts (other than the City's permitted construction work hours of 7:00 AM to 5:00 PM, Monday through Friday), to ensure that the Work is Substantially Completed within the Contract Time. Upon receipt of such notice from City, Contractor shall immediately respond in writing setting forth a detailed plan for accelerating the Work in a manner acceptable to City. Contractor shall not be entitled to any reimbursement or payment of costs, expenses or damages incurred as a result of an acceleration of the Work. City may also take all necessary measures to prevent the need for subsequent accelerations of the Work. Contractor shall reimburse City, or City may withhold from payment due to Contractor, sums expended by City to perform such measures.

(iii) During unfavorable weather, wet ground or other unsuitable construction conditions, Contractor shall confine the operations to Work that will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

(b) Delay.

(i) If the Contractor is delayed in the Work 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 made by written notice sent to the Project Manager within ten (10) Days after the date when the alleged cause for the extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If the Project Manager does not receive such written notice within the prescribed time, the claim for extension of time shall be forfeited and invalidated. No extension of time shall be deemed granted unless the Project Manager expressly grants an extension of time by written notice to the Contractor.

(ii) By executing this Construction Contract, the Contractor expressly waives any 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 this Construction 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.

(c) Change Orders.

(i) The City, without invalidating the Contract, may issue written City of Rockville Change Orders pursuant to Section 17-40 of the Procurement Ordinance. All such changes, or additional work must be authorized in writing by the Purchasing Agent or her authorized designee 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.

(ii) The Contractor shall do all work that may be required to complete the work contemplated by a City of Rockville Change Order at the unit prices bid or at a lump sum price to be mutually agreed upon.

(iii) 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 modified by a City of Rockville Change Order, 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 pursuant to Paragraph 73 of the General Conditions and Instructions to Bidders in IFB #11-26, Addendum #2.

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Manager in the event the Contractor believes a City of Rockville Change Order is warranted or desirable. The City is under no obligation to issue or respond to a requested City of Rockville Change Order.

(d) Liquidated Damages. If the Contractor fails to achieve Final Completion of the Work within the Contract Time, the Mayor and Council may assess liquidated damages on a daily basis for each day of unexcused delay in achieving Final Completion, based on the amount of four hundred dollars (\$400) per Day, not including Sundays, or as otherwise specified in IFB #11-26. Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents, regardless of impact on the time for achieving Final Completion. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages the Mayor and Council will suffer by delay in completion of the Work. The Mayor and Council is entitled to setoff the amount of liquidated damages assessed against any payments otherwise due to the Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, the Mayor and Council is entitled to recover the balance from

the Contractor or its sureties. Occupancy or use of a Project in whole or in part prior to Final Completion shall not operate as a waiver of City's right to assess liquidated damages.

(e) Special Damages.

(i) The Contractor shall reimburse the Mayor and Council, upon demand, for (1) any and all fines and penalties imposed on the Mayor and Council in connection with the Contractor's failure to attain Substantial Completion, Final Completion, or any other date for performance according to the Contract Time, and (2) any and all costs and expenses, including reasonable attorneys' fees, incurred by the Mayor and Council for engineering, construction observation, inspection, administrative services, or any other work or services needed or otherwise utilized or obtained after the time specified for performance.

(ii) After the Contractor achieves Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete any component of the remaining Work within the Contract Time, the Contractor shall reimburse the Mayor and Council for any and all costs and expenses, including reasonable attorneys' fees, incurred by the Mayor and Council for engineering, construction observation, inspection, administrative services, or any other work or services needed or otherwise utilized or obtained after the time specified for Work to be completed and ready for final payment.

(iii) The special damages imposed in this Section are supplemental to any liquidated damages for delayed completion established in the Construction Contract.

(iv) The Mayor and Council may, but in no event be obligated to, complete all or any portion of the Work not timely performed in full by the Contractor, on behalf of the Contractor and at the Contractor's sole cost and expense. The Contractor shall, on demand, reimburse the Mayor and Council the positive difference, if any, between (i) all costs and expenses incurred by the Mayor and Council in connection with so performing on behalf of Contractor, including reasonable attorneys' fees, and (ii) the Contract Sum.

(f) Other Remedies. The Mayor and Council is entitled to any and all available legal and equitable remedies the Mayor and Council may have where the Mayor and Council's damages are caused by any reason other than the Contractor's failure to achieve Substantial Completion or Final Completion of the entire Work within the Contract Time.

***End of Article II***

## ARTICLE III COMPENSATION AND PAYMENT

### **Section 3.01. Contract Sum.**

(a) The Contractor shall be compensated for Final Completion of the Project in compliance with the Contract Documents an amount not-to-exceed **Five Hundred Ninety-Five Thousand Four Hundred Seventy-Four and 00/100 DOLLARS (\$595,474.00)** in accordance with the Bid Pricing Form (reproduced and attached as **Exhibit A**). Subject to the terms of this Construction Contract, any Work performed or expenses incurred for which payment would result in a total exceeding the Contract Sum shall be at no cost to the Mayor and Council.

(b) The Mayor and Council appropriates funds on a fiscal year basis; the City's fiscal year runs from July 1 through June 30. Funds have been appropriated for the first year of this Construction Contract through the end of the fiscal year, June 30, 2026. All payments made under this Construction Contract after June 30, 2026, are contingent upon appropriation and encumbrance of funds. If the Mayor and Council fails to approve an appropriation to fund this Construction Contract for a subsequent fiscal year, this Construction Contract shall terminate on the first day of that fiscal year without further cost to the City.

### **Section 3.02. Payment Procedures.**

(a) Applications for Payment.

(i) The Contractor shall submit to the Project Manager an Application for Payment for all Work performed, including tasks and deliverables completed, and expenses incurred during the preceding month. The Application for Payment must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

(ii) The Project Manager will independently review the Applications for Payment submitted by the Contractor to determine whether the Work performed and expenses incurred are in compliance with the provisions of the Contract Documents. Except as to any charges for Work performed or expenses incurred by the Contractor which are disputed by the City, the City will use its best efforts to cause the Contractor to be paid within thirty (30) days of receipt the Contractor's correct and undisputed Application for Payment. In the event any charges or expenses are disputed by the City, the original Application for Payment shall be returned by the City to the Contractor for correction and resubmission.

(iii) The Contractor shall submit a detailed invoice for payment at the end of each month for all work completed and accepted by the City during that month. All Applications for Payment shall be forwarded to the following address:

Dan Stevens – Chief of Construction Management  
Department of Public Works  
850 Avery Road  
Rockville, MD 20851  
Telephone 240-314-8552  
Email: dstevens@rockvillemd.gov

No retainage will be withheld from monthly payments unless deemed necessary by the Director of the Department of Public Works, or the Director’s designee. Should the Contractor fail to keep up with clean-up and restoration work, if deemed necessary by the Director of the Department of Public Works, or the Director’s designee, 5 percent (5%) of each monthly payment will be withheld until the Contractor shows progress in keeping up with restoration and clean-up work.

(iv) *Electronic Payment Option.* The City’s Vendor ACH Payment Program allows payments to be deposited directly into a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

(v) *Payment to Subcontractor.*

A. Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this Construction Contract, the Contractor shall either: (A) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Construction Contract; or (B) notify the City and the subcontractor, in writing, of the Contractor’s intention to withhold all or a part of the subcontractor’s payment and the reason for non-payment. In no event shall the City be liable for the Contractor’s failure to pay a subcontractor. It is the Contractor’s responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

B. The Mayor and Council may make or withhold progress payments pursuant to Paragraph 75 of the General Conditions and Instructions to Bidders in IFB #11-26, Addendum #2.

C. 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.

(b) Final Payment.

(i) Upon reaching Substantial Completion for the Project, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders in IFB #11-26, Addendum #2.

(ii) No retainage will be withheld from payment unless deemed necessary by Director of the Department of Public Works, or the Director's designee.

(iii) 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.

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

A. 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;

B. Consent of surety to final payment;

C. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract; and

D. All punch list items are completed to the satisfaction of the Project Manager.

(v) 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.

(vi) All guarantees and warranties required by this Construction Contract shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

(vii) 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 Documents.

(c) Release of Retainage. Upon the expiration of one hundred and twenty (120) Days succeeding the date of the City's acceptance of the Work, 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.

**Section 3.03. Waiver.** Payment to the Contractor for Work performed and expenses incurred for pursuant to this Construction Contract shall not be deemed to waive defects in the Work performed by the Contractor.

**Section 3.04. Errors and Omissions.** The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of performing the Work, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

*End of Article III*

**ARTICLE IV.**  
**CONTRACTOR COVENANTS AND OBLIGATIONS**

**Section 4.01. Contractor Qualifications.** The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the term of this Construction Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Work.

**Section 4.02. Standard of Care.** The Contractor covenants that the Work shall be performed by qualified, experienced and well-supervised personnel. All services performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under Maryland law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Projects.

**Section 4.03. Compliance with Law.** The Contractor covenants that it shall keep itself informed concerning and shall perform all Work in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State of Maryland or Montgomery County, Maryland laws and regulations in effect at the time the Work is performed.

**Section 4.04. Licenses, Permits, Fees and Assessments.** The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Work required under the Contract Documents. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work required under the Contract Documents, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City.

**Section 4.05. Conflict of Interest.** The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor's performance of Work. The Contractor further covenants that in the performance of the Work, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. The Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Construction Contract. The Contractor further covenants that, in the performance of this Construction Contract, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Construction Contract is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

**Section 4.06. Compliance with ADA.** The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the "ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. The Contractor will perform the

Work specified in this Construction Contract in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the performance of the Work, benefits or activities provided under the Contract Documents.

**Section 4.07. Design Errors or Omissions.** The Contractor acknowledges that prior to executing this Construction Contract, the Contractor reviewed the drawings, specifications and other Contract Documents and have notified the City of any errors, omissions, or discrepancies in the documents of which it was aware. Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for errors or omissions in the Construction Documents that Contractor discovered or, in the exercise of its standard of care as a contractor and not as a design professional, should reasonably have discovered using ordinary diligence, and did not bring to the attention of the City in a timely manner.

**Section 4.08. Differing Site Conditions.**

(a) The Contractor shall promptly, and before such conditions are disturbed, give a written notice to the Project Manager of (1) subsurface or latent physical conditions at a Site which differ materially from those indicated in this Construction Contract, or (2) unknown physical conditions at a Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Construction Contract.

(b) The Project Manager shall investigate a Site's conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this Construction Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this Construction Contract and the Construction Contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the Construction Contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in (a) above for giving written notice may be extended by the Project Manager.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this Construction Contract.

***End of Article IV***

**ARTICLE V.**  
**RECORDS, REPORTS, AUDIT, AND RELEASE OF INFORMATION**

**Section 5.01. Records.** The Contractor shall keep and require its subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and Work performed hereunder (the “**Books and Records**”), as shall be necessary to enable the Project Manager to evaluate the performance of the Work. All such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following Final Completion of a Project, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor’s business, custody of the Books and Records shall be given to City, and access may be provided by the Contractor’s successor in interest.

**Section 5.02. Reports.** The Contractor shall periodically prepare and submit to the Project Manager such reports concerning the Work as the Project Manager shall require. The Contractor hereby acknowledges that the Final Completion of all Projects is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work, the Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**Section 5.03. Right to Audit.** The City retains the right to review and audit, and the reasonable right of access to the Contractor's and any Subcontractor's premises, to review and audit the Contractor 's or Subcontractor's compliance with the provisions of the Contract Documents (the “**City's Audit Right**”). The City's Audit Right includes the right to inspect, photocopy, and retain copies of the Books and Records, outside of the Contractor 's premises if deemed necessary by the City in its sole discretion. The City shall keep these Books and Records confidential to the extent permitted by law.

**Section 5.04. Confidentiality and Release of Information.**

(a) All information gained or work product produced by the Contractor in performance the Work shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager.

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under the Contract Documents. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(c) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Construction Contract, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

(d) The Contractor shall promptly notify the City Attorney should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Construction Contract and the Work performed hereunder. The City Attorney or his designee retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

*End of Article V*

**ARTICLE VI.  
INSURANCE AND INDEMNIFICATION**

**Section 6.01. Insurance Requirement.**

(a) Prior to execution of this Construction Contract by the City, the Contractor must obtain, at its sole cost and expense, and keep in force and effect during the term of this Construction Contract, including all extensions, an insurance policy meeting the requirements of Section III: Special Terms and Conditions of IFB #11-26, as evidenced at the time of the execution of this Construction Contract by a certificate of insurance provided to the Risk Manager for the City of Rockville (the “**Risk Manager**”).

(b) In the event the Contractor subcontracts any portion of the Work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to subsection 7.01(a), and such certificates and endorsements shall be provided to the Risk Manager.

**Section 6.02. Indemnification.** To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “**Claims or Liabilities**”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable (“**Indemnors**”), or arising from the Contractor’s reckless or willful misconduct, or arising from the Contractor’s Indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition under the Contract Documents, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom; and

(c) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

The Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in the performance of services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Construction Contract.

**Section 6.03. Sufficiency of Insurer or Surety.** Insurance or bonds required by the Contract Documents shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Construction Contract continues for more than 3 years duration, or in the event the Risk Manager determines that the Work to be performed under the Contract Documents creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

*End of Article VI*

**ARTICLE VII.  
REPRESENTATIONS AND WARRANTIES; CERTIFICATION**

**Section 7.01. Contractor's Representations.** As a material inducement to the Mayor and Council's entry into this Construction Contract, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Construction Contract, upon learning of any fact or condition which would cause any of the warranties and representations in this Construction Contract not to be true, the Contractor shall immediately give written notice of such fact or condition to the Mayor and Council, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive termination of this Construction Contract:

(a) **Organization.** The Contractor is a duly organized and validly existing business entity and is in good standing under the laws of the State of Maryland and has the power and authority to carry on its business in the State of Maryland.

(b) **Authority of the Contractor.** The Contractor has full power and authority to execute and deliver this Construction Contract, to execute and deliver the Contract Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Construction Contract, and to perform and observe the terms and provisions of all of the above.

(c) **Authority of Persons Executing Documents.** This Construction Contract and the other Contract Documents and all other documents or instruments executed and delivered or to be executed and delivered pursuant to this Construction Contract have been (to the extent scheduled to be delivered as of the date hereof) or will be (to the extent scheduled to be delivered subsequent to the date hereof) executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Construction Contract and the other Contract Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Construction Contract, have been or will be duly taken prior to delivery of each document or instrument.

(d) **Valid Binding Agreements.** This Construction Contract and the other Contract Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Construction Contract constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Contractor enforceable against it in accordance with their respective terms.

(e) **No Breach of Law or Agreement.** Neither the execution nor delivery of this Construction Contract and the other Contract Documents or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Construction Contract, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the

organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which Contractor is a party.

(f) Compliance with Laws; Consents and Approvals. The Contractor shall comply with all applicable laws, ordinances, rules and regulations of the federal government, the State of Maryland, Montgomery County, Maryland, and the City of Rockville, and shall comply with all applicable directions, rules and regulations of the fire marshal, health officers, building inspectors and other officers of any such government or agency.

(g) No Pending Litigation, Etc. Neither Contractor nor any principal (or beneficiary) of Contractor is subject to any pending, threatened or current litigation, merger or acquisition, corporate or other restructuring or financial oversight.

(h) No Bankruptcy, Insolvency. Neither Contractor nor any of Contractor's principals (or beneficiaries) is currently subject to any voluntary or involuntary bankruptcy or other insolvency, reorganization, bankruptcy, receivership or other similar proceeding, Contractor has no knowledge of any of the same pending or being imminent, none of such parties have been subject to any of the same at any time during the 10 year period immediately preceding the Effective Date, and Contractor has not made an assignment for the benefit of its creditors.

(i) No Violation of Order, Etc. Contractor is not in violation of any order, decree or judgment arising out of, connected with or otherwise related to the design, construction, operation or management of any facility, building, project or system.

**Section 7.02. Contractor's Certifications.** The Contractor certifies to the Mayor and Council that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Construction Contract. For the purposes of this Section 7.02: "**corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in this Construction Contract execution; "**fraudulent practice**" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of the Mayor and Council, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive the Mayor and Council of the benefits of free and open competition; "**collusive practice**" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Mayor and Council or City of Rockville staff, a purpose of which is to establish bid prices at artificial, non-competitive levels; and "**coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of this Construction Contract.

*End of Article VII*

**ARTICLE VIII.  
DEFAULTS AND REMEDIES**

**Section 8.01. Default.**

(a) Notice of Default. In the event that the Mayor and Council determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, the City Manager may give written notice of default to the Contractor in the manner specified for the giving of notices in the Construction Contract, with a copy to Contractor's performance bond surety.

(b) Opportunity to Cure. Except for emergencies, the Contractor shall cure any default in performance of its obligations under the Contract Documents within five (5) Working Days (or such shorter time as the City Manager may reasonably require) after receipt of written notice. However, if the breach cannot be reasonably cured within such time, the Contractor will commence to cure the breach within five (5) Working Days (or such shorter time as the City Manager may reasonably require) and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Working Days after receipt of such written notice.

**Section 8.02. Mayor and Council's Rights and Remedies.**

(a) Remedies Upon Default. If the Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 8.01, then the Mayor and Council may pursue any remedies available under law or equity, including, without limitation, the following:

(i) *Delete Certain Services.* The Mayor and Council may, without terminating the Construction Contract, delete certain portions of the Work, reserving to itself all rights to Losses related thereto.

(ii) *Perform and Withhold.* The Mayor and Council may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work that has not been adequately performed by the Contractor and withhold the cost thereof to the Mayor and Council from future payments to the Contractor, reserving to itself all rights to Losses related thereto.

(iii) *Suspend the Construction Contract.* The Mayor and Council may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as the Mayor and Council determines, in its sole discretion, appropriate, in which event the Mayor and Council shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to the Contractor for damages if the Mayor and Council directs Contractor to resume Work.

(iv) *Terminate the Construction Contract for Default.* The Mayor and Council shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of Contractor to promptly cure any default as required by Section 8.01. The Mayor and Council's

election to terminate this Construction Contract for default shall be communicated by giving the Contractor a written notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to the Contractor by the Mayor and Council shall be effective immediately, unless otherwise provided therein.

(v) *Invoke the Performance Bond.* The Mayor and Council may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

(vi) *Additional Provisions.* All of the Mayor and Council's rights and remedies under this Construction Contract are cumulative and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not waive the Mayor and Council's authority to designate other breaches as material nor limit the Mayor and Council's right to terminate this Construction Contract or prevent the Mayor and Council from terminating the Contract Documents for breaches that are not material. The Mayor and Council's determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by the Mayor and Council of its rights and remedies for default under this Construction Contract, shall be binding on all Parties. No termination or action taken by the Mayor and Council after such termination shall prejudice any other rights or remedies of the Mayor and Council provided by law or equity or by the Contract Documents upon such termination; and the Mayor and Council may proceed against the Contractor to recover all liquidated damages and Losses suffered by the Mayor and Council.

(b) Delays by Sureties. Time being of the essence in the performance of the Work, if the Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven (7) Days from the date of the notice of termination, the Contractor's surety shall be deemed to have waived its right to complete the Work under this Construction Contract, and the Mayor and Council may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that the Mayor and Council determines advisable under the circumstances. The Contractor and its surety shall be jointly and severally liable for any additional cost incurred by the Mayor and Council to complete the Work following termination. In addition, the Mayor and Council shall have the right to use any materials, supplies, and equipment belonging to the Contractor and located at a Site for the purposes of completing the remaining Work.

(c) Damages to Mayor and Council.

(i) *For Contractor's Default.* The Mayor and Council will be entitled to recovery of all Losses under law or equity in the event of the Contractor's default under the Contract Documents.

(ii) *Compensation for Losses.* In the event that the Mayor and Council's Losses arise from the Contractor's default under the Contract Documents, the Mayor and Council shall be entitled to deduct the cost of such Losses from monies otherwise payable to the Contractor. If the Losses incurred by the Mayor and Council exceed the amount payable, the Contractor shall be liable to the Mayor and Council for the difference and shall promptly remit same to the Mayor and Council.

(d) Suspension by Mayor and Council.

(i) *Suspension for Convenience.* The Mayor and Council may, at any time and from time to time, without cause, order the Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time. The order shall be specifically identified as a Suspension Order by the Mayor and Council. Upon receipt of a Suspension Order, the Contractor shall, at the Mayor and Council's expense, comply with the order and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order. During the Suspension or extension of the Suspension, if any, the Mayor and Council shall either cancel the Suspension Order or, by Change Order, delete the Work covered by the Suspension Order. If a Suspension Order is canceled or expires, the Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. A Suspension Order shall not be the exclusive method for the Mayor and Council to stop the Work.

(ii) *Suspension for Cause.* In addition to all other remedies available to the Mayor and Council, if the Contractor fails to perform or correct work in accordance with the Contract Documents, the Mayor and Council may immediately order the Work, or any portion thereof, suspended until the cause for the suspension has been eliminated to the Mayor and Council's satisfaction. The Contractor shall not be entitled to an increase in Contract Time or Contract Sum for a suspension occasioned by the Contractor's failure to comply with the Contract Documents. The Mayor and Council's right to suspend the Work shall not give rise to a duty to suspend the Work, and the Mayor and Council's failure to suspend the Work shall not constitute a defense to the Contractor's failure to comply with the requirements of the Contract Documents.

(e) Termination Without Cause. The Mayor and Council may, at its sole discretion and without cause, terminate this Construction Contract in part or in whole upon written notice to the Contractor. The termination is effective ten (10) Days after the notice is issued, unless a different time is given in the notice. The compensation allowed under this Section 8.02(e) shall be the Contractor's sole and exclusive compensation for such termination, and the Contractor waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind resulting from termination without cause. Termination pursuant to this provision does not relieve the Contractor or its sureties from any of their obligations for Losses arising from or related to the Work performed by the Contractor.

(i) *Compensation.* Following such termination and within forty-five (45) Days after receipt of a billing from the Contractor seeking payment of sums authorized by this Paragraph 8.02(e)1., the Mayor and Council shall pay the following to the Contractor as Contractor's sole compensation for performance of the Work:

A. For Work Performed. The amount of the Contract Sum allocable to the portion of the Work properly performed by the Contractor as of the date of termination, less sums previously paid to Contractor.

B. For Close-out Costs. Reasonable costs of the Contractor and its Subcontractors: (i) Demobilizing and (ii) Administering the close-out of its participation in a

Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination.

C. For Fabricated Items. Previously unpaid cost of any items delivered to a Site which were fabricated for subsequent incorporation in the Work.

D. Profit Allowance. An allowance for profit calculated as four percent (4%) of the sum of the above items, provided Contractor can prove a likelihood that it would have made a profit if the Construction Contract had not been terminated.

(ii) *Subcontractors*. The Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor against City under this Section.

(f) Loss of Federal or State Funding. In the event any federal or state funding used to pay for the Work under this Construction Contract is reduced, withdrawn, frozen or otherwise cannot be made in full, this Construction Contract shall automatically terminate, unless both Parties agree to a modification of the obligations under this Construction Contract. The effective date of such termination shall be ninety (90) Days after the Contractor receives written notice of the reduction in payment, unless available funds are insufficient to continue payments in full during the ninety (90) Day period. A reduction in federal or state funding does not reduce monies due and owing to the Contractor on or before the effective date of the termination of the Agreement.

(g) Contractor's Duties Upon Termination. Upon receipt of a notice of termination pursuant to this Section 8.02, the Contractor shall, unless the notice directs otherwise, do the following:

(i) Immediately discontinue the Work to the extent specified in the notice;

(ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work that is not discontinued;

(iii) Provide to the Mayor and Council a description in writing, no later than fifteen (15) Days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as the Mayor and Council may determine necessary in order to decide whether to accept assignment of or request the Contractor to terminate the subcontract, purchase order or contract;

(iv) Promptly assign to the Mayor and Council those subcontracts, purchase orders or contracts, or portions thereof, that the Mayor and Council elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that the Mayor and Council does not elect to accept by assignment; and

(v) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on a Site or in transit thereto.

Upon termination, whether for cause or for convenience, the provisions of the Contract Documents remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

### **Section 8.03. Contractor's Rights and Remedies.**

(a) Contractor's Remedies. Contractor may terminate this Construction Contract only upon the occurrence of one of the following:

1. *For Work Stoppage.* The Work is stopped for sixty (60) consecutive Days, through no act or fault of the Contractor, any subcontractor, or any employee or agent of the Contractor or any subcontractor, due to issuance of an order of a court or other public authority other than the Mayor and Council having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable. This provision shall not apply to any work stoppage resulting from the Mayor and Council's issuance of a suspension notice issued either for cause or for convenience.

2. *For Mayor and Council's Non-Payment.* If the Mayor and Council does not pay the Contractor undisputed sums within ninety (90) Days after receipt of notice from the Contractor, the Contractor may terminate this Construction Contract (30) Days following a second notice to the Mayor and Council of the Contractor's intention to terminate the Construction Contract.

(b) Damages to Contractor. In the event of termination for cause by the Contractor, the Mayor and Council shall pay the Contractor the sums provided for in Paragraph 8.02(e)1 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

***End of Article VIII***

**ARTICLE IX.  
MISCELLANEOUS PROVISIONS**

**Section 9.01. Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Contractor 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 Public Works  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: James Woods, Interim Director

**To the Contractor:** Magstone LLC  
4141 Bark Hill Road  
PO Box 576  
Union Bridge, MD 21791  
Attn: Ian Stambaugh, President

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) Working Day after delivery by such service. Notices mailed shall be deemed effective on the third (3<sup>rd</sup>) Working 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.

The Parties' respective contacts for emergencies are as follows:

Dan Stevens – Chief of Construction Management  
Department of Public Works  
850 Avery Road  
Rockville, MD 20851  
Telephone 240-314-8552  
Email: [dstevens@rockvillemd.gov](mailto:dstevens@rockvillemd.gov)

Ian Stambaugh - President  
Magstone LLC  
4141 Bark Hill Road  
PO Box 576  
Union Bridge, MD 21791  
Telephone: 410-635-3836  
Email: [zjones@magstone.com](mailto:zjones@magstone.com)

**Section 9.02. Relationship of Parties.** The provisions of this Construction Contract 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 the Construction Contract.

**Section 9.03. Interpretation.** The terms of the Construction Contract shall be construed in accordance with the meaning of the language used and as a whole according to its fair meaning, and shall not be construed for or against any Party by reason of the authorship of the Construction 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 the Construction Contract.

**Section 9.04. 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 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 respective successors or assigns or on any obligation under the terms of the Construction Contract.

**Section 9.05. No Third-Party Beneficiaries.** No provision of the Construction 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.

**Section 9.06. Parties Bound.** Except as otherwise limited herein, the provisions of the Construction Contract shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

**Section 9.07. Severability.** If any term, provision, covenant, or condition of the Construction Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Construction Contract shall not be affected thereby to the extent such remaining

provisions are not rendered impractical to perform taking into consideration the purposes of the Construction Contract. In the event that all or any portion of the Construction Contract is found to be unenforceable, the Construction 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 the Construction Contract or that portion which is found to be unenforceable.

**Section 9.08. Prohibition Against Transfers.** The Mayor and Council is entering into this Construction Contract in reliance upon the stated experience and qualifications of the Contractor and its subcontractors set forth in its Bid. Accordingly, Contractor shall not assign, hypothecate, or transfer this Construction Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of the Mayor and Council. Any assignment, hypothecation, or transfer without said consent shall be null and void and shall be deemed a substantial breach of contract and grounds for default in addition to any other legal or equitable remedy available to the Mayor and Council.

The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Contractor that shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

**Section 9.09. Governing Law.** The Construction Contract and all other Contract Documents are entered into and shall be construed in accordance with and governed by the laws of the State of Maryland without regard to choice-of-law rules. The Parties consent to the jurisdiction and venue of the Circuit Court for Montgomery County, Maryland.

**Section 9.10. Tax Exemption.** The City is exempt from the payment of any federal excise or any Maryland sales tax.

**Section 9.11. Local Government.** Notwithstanding anything herein contained to the contrary, Contractor acknowledges the Mayor and Council is a political subdivision and its obligations hereunder are given only to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, and subject to the notice requirements and damages limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

**Section 9.12. Construction Documents.** All Construction Documents referred to in the Construction Contract are by such references fully incorporated herein.

**Section 9.13. Entire Agreement, Waivers and Amendments.** The Construction Contract 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 Projects and the Work. All waivers of the provisions of the Construction Contract 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 9.14. Counterparts.** The Construction Contract 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 9.15. Electronic Signatures.** This Construction Contract may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

**Section 9.16. No Waiver of Sovereign Immunity by Mayor and Council.** Notwithstanding any other provisions of the Construction Contract to the contrary, nothing in the Construction Contract nor any action taken by the Mayor and Council pursuant to the Construction Contract nor any document which arises out of the Construction Contract 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.

**Section 9.17. Contract Disputes.** Any dispute concerning the interpretation of this Construction Contract shall be resolved pursuant to Section 17-173 of the Rockville City Code. Pending final adjudication of such dispute, the Contractor shall proceed diligently with performance of the Work pursuant to this Construction Contract.

*End of Article IX*

**(Signature page to follow)**

**IN WITNESS WHEREOF**, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Construction Contract, 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

\_\_\_\_\_  
Cynthia Walters, Acting City Attorney

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

**MAGSTONE, LLC**  
a Maryland limited liability company

By: \_\_\_\_\_  
Ian Stambaugh, President

EXHIBIT A  
BID PRICING FORM

**City of Rockville**  
**IFB 11-26**

**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?
- Did an authorized representative sign the Affidavit form?
- Did you complete the bidder reference form in attachment c?
- Did you attach the five percent bid bond?
- Did you attach the Bid Proposal Form?
- Did you attach the Bidder's Questionnaire?
- Did you complete the warranty information section?
- 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.marvland.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: _____ DAYS AFTER RECEIPT OF ORDER	
PROMPT PAYMENT DISCOUNT: <u>0</u> % FOR PAYMENT WITHIN ___ DAYS			
COMPANY LEGAL NAME: <u>Magstone, LLC</u>			
ADDRESS: <u>4141 Bark Hill Road PO Box 576 Union Bridge, MD 21791</u>			
SUBMITTED BY: _____		04.06.2026	
SIGN YOUR NAME <u>Zach Jones</u>		DATE	
PRINT YOUR NAME <u>Zach Jones</u>			
TELEPHONE#	<u>410.635.3836</u>	FAX #	<u>N/A</u>
E-MAIL ADDRESS:	<u>zjones@magstone.com</u>	FEDERAL ID#/OR SS#	<u>52-2035200</u>
<b>For informational purposes only</b> – Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: _____ yes <input checked="" type="checkbox"/> no _____ I choose not to respond			

## ATTACHMENT B AFFIDAVIT

I hereby affirm that: I am the President and the duly authorized representative of the firm of Magstone, LLC whose address is 4141 Bark Hill Road PO Box 576 Union Bridge, MD 21791

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

President

Date 04.06.2026

**ATTACHMENT C  
BIDDER REFERENCE FORM**

**BIDDER MUST COMPLETE AND SUBMIT WITH BID**

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. The bidder shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of five (5) projects involving work as specified, two of which shall be the last jobs completed. 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.

<b>Bidder Name</b>	Magstone, LLC
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<b>#1 Project Name</b>	Woodmark Pond Repair and Stream Restoration		
<b>Project Owner's Name</b>	Howard County Government Stormwater Management Division		
<b>Project Site Address</b>	Adjacent to Benson Branch Road and Carroll Mill Road		
	Ellicott City, MD 21042		
<b>Project Owner's Contact Name</b>	Brian Cleary (Engineering Specialist III)		
<b>Project Owner's Contact Telephone</b>	410.313.6455		
<b>Project Owner's Contact e-mail</b>	bcleary@howardcountymd.gov		
<b>Contract Value</b>	\$ 3,217,824.96		
<b>Scheduled completion date</b>	May 2026	<b>Percent complete</b>	Stream Restoration (100%)
			Pond Repair (85)
<b>Name of project foreman</b>	Jason Burns (Stream Restoration) Brian Burns (Pond Repair)		

Description of your Project	<p>Clearing and Grubbing, Stakeout/Survey, Tree Protection, ESC, Maintenance of Stream Flow, Turbidity Monitoring, Access Road, Temporary Bridge, Rock Vanes, Toe Boulder Protection, Riffle Grade Control, Flow Diversity Run, Topsoil Respread, Stabilization, Plantings</p> <p>Stream use: Class IV-P (Unnamed Tributary of Benson Branch)</p> <p>1,075 LF of Stream Restoration</p> <p>Cofferdam using 14' Tall Aquadam, Dewatering, Removal of Unsuitable Spoils, Select Fill, Geosynthetic Clay Liner, Flexamat, Riser Replacement</p>
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**BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID**

#2 Project Name	Samhill Estates SWM Pond Retrofit and Stream Restoration		
Project Owner's Name	Frederick County Government Department of Stormwater		
Project Site Address	Adjacent to Sam Hill Court, Green Valley, MD 21771		
Project Owner's Contact Name	Jacob Grove		
Project Owner's Contact Telephone	240.695.2890		
Project Owner's Contact e-mail	jgrove@frederickcountymd.gov		
Contract Value	\$ \$2,110,802.56		
Scheduled completion date	Spring 2025	Percent complete	100%
Name of project foreman	Jason Burns (Stream Restoration) Zach Ott (Pond Retrofit)		

Description of your Project	<p>Clearing and Grubbing, Stakeout/Survey, Tree Protection, ESC, Maintenance of Stream Flow, Turbidity Monitoring, Access Road, Temporary Bridge, Riffle Grade Control, Soil Fabric Lift, Root Wads, Log Grade Control, Invasive Species Management, Stabilization, Planting</p> <p>Stream use: Class I-P (Unnamed Tributary)</p> <p>625 LF of Stream Restoration</p> <p>Dewatering/Mucking of Existing Wet Pond, Riser Removal, Weir Wall Construction, Class 1 Excavation, Gabion Forebay Weir Wall, Gabion Outfall beyond Weir Wall, Geosynthetic Clay Liner, Goose Fencing, Etc.</p>
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**BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID**

#3 Project Name	Catocin Creek Watershed BMP 29/115/419/752 MS4 Ponds and Stream Restoration		
Project Owner's Name	Frederick County Government Office of Project Management		
Project Site Address	Various Locations in Jefferson and Middletown, Maryland		
Project Owner's Contact Name	John Barrett, Assistant Chief, Office of Project Management		
Project Owner's Contact Telephone	301.600.6021		
Project Owner's Contact e-mail	jbarrett@frederickcountymd.gov		
Contract Value	\$ 3,027,706.76		
Scheduled completion date	2023	Percent complete	100%
Name of project foreman	Jason Burns		

<p><b>Description of your Project</b></p>	<p>Stormwater Management Retrofit of (4) SWM Facilities and (1) Stream Restoration w/Clearing and Grubbing, Erosion Control, Tree Protection, Maintenance of Stream Flow, Dewatering, Clearwater Diversion, Clay Liner, Embankment Construction, Structure Modifications, Mass Grading, Haul Off, Slip Lining, Storm Drain Pipe, Storm Drain Riser/Structures, Toe Boulder Protection, Cascade Structures, Riffle Grade Control, Permanent Stabilization, Plantings, Survey, Etc.</p>
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**BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID**

#4 Project Name	Melstone Valley Stormwater Management Retrofit		
Project Owner's Name	Carroll County Bureau of Resource Management		
Project Site Address	7145 Melstone Valley Way, Marriottsville, MD 21104		
Project Owner's Contact Name	Janet O'Meara, Bureau Chief		
Project Owner's Contact Telephone	410.386.2712		
Project Owner's Contact e-mail	jomeara@carrollcountymd.gov		
Contract Value	\$ 895,000.00		
Scheduled completion date	Fall 2025	Percent complete	100%
Name of project foreman	Brandon Wetzel		
Description of your Project	Slip Lining of Existing Culverts beneath Roadway, Clearing and Grubbing, Tree Removal, Tree Protection, ESC, Dewatering, Class 1 Excavation to Enlarge Existing Facility and Convert to Sand Filter, Gabion Walls, Gabion Outfalls, Sand Filter Media w/ Wetland Soil and Aggregates, Underdrain, Storm Drain Replacement and New Installation, Stabilization, Plantings, Survey, Etc.		

**BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID**

#5 Project Name	St. George's Gate SWM Retrofit		
Project Owner's Name	Carroll County Bureau of Resource Management		
Project Site Address	Adjacent to 3040 Wheatfield Road, Finksburg, MD 21048		
Project Owner's Contact Name	Claire Hirt (Watershed Restoration Manager)		
Project Owner's Contact Telephone	410.386.2074		
Project Owner's Contact e-mail	chirt@carrollcountymd.gov		
Contract Value	\$ 442,500.00		
Scheduled completion date	Fall 2024	Percent complete	100%
Name of project foreman	Brandon Wetzel		
Description of your Project	Clearing and Grubbing, Tree Removal, Tree Protection, ESC, Dewatering, Class 1 Excavation to Enlarge Existing Facility and Convert to Sand Filter, Sand Filter Media w/Wetland Soil and Aggregates, Underdrain, Storm Drain Replacement and New Installation, Stabilization, Plantings, Survey, Etc.		

**SUBCONTRACTOR REFERENCE FORM**  
**BIDDER MUST COMPLETE AND SUBMIT WITH BID**  
 Submit a Separate Reference Form For Each Proposed Subcontractor

<b>Subcontractor's Name</b>	Coiliers Engineering & Design, Inc.		
<b>Address</b>	7001 Columbia Gateway Dr   Suite 220		
	Columbia, MD 21046		
<b>Telephone</b>	443-539-7135		
<b>Subcontractor's Contact Name</b>	Ryan Hughes, PLS		
<b>Description of Work to be Subcontracted</b>	Land Surveying Services		

<b>#1 Reference Organization Name</b>	Gilbane Building Company		
<b>Address</b>	1100 N Glebe Road   Suite 1000		
	Arlington, VA 22201		
<b>Contact Name</b>	Carll Kitto Sims   Project Executive		
<b>Contact Name Telephone</b>	571-212-6245		
<b>Contact Name e-mail</b>	csims@gilbaneco.com		
<b>Contract Value</b>	\$ 80,000		
<b>Scheduled completion date</b>	2/28/2026	<b>Percent complete</b>	100%
<b>Description of Project Work</b>	Land surveying & Construction Stakeout Services.		

<b>#2 Reference Organization Name</b>	Mead & Hunt, Inc.		
<b>Address</b>	7055 Samuel Morse Dr   Suite 100		
	Columbia, MD 21046		
<b>Contact Name</b>	Bryon White		
<b>Contact Name Telephone</b>	443-741-3500		
<b>Contact Name e-mail</b>	bryon.white@meadhunt.com		
<b>Contract Value</b>	\$ 75,000		
<b>Scheduled completion date</b>	12/31/2025	<b>Percent complete</b>	95%
<b>Description of Project Work</b>	Land Surveying Services: topography, subsurface utility engineering, right-of-way survey		

<b>#3 Reference Organization Name</b>	Terra Constructs		
<b>Address</b>	14566 Lee Road I Suite 400		
	Chantilly, VA 20151		
<b>Contact Name</b>	Geoff Bambini I Sr. Vice President		
<b>Contact Name Telephone</b>	703-581-9702		
<b>Contact Name e-mail</b>	gbambini@terraconstructs.com		
<b>Contract Value</b>	\$ 360,000		
<b>Scheduled completion date</b>	5/31/2026	<b>Percent complete</b>	80%

Land surveying, subsurface utility, 3D LIDAR scanning, historical preservation, Design-Build

**SUBCONTRACTOR REFERENCE FORM**  
**BIDDER MUST COMPLETE AND SUBMIT WITH BID**

SUBMIT A SEPARATE REFERENCE FORM FOR EACH PROPOSED SUBCONTRACTOR

Subcontractor's Name	Empire Landscape LLC		
Address	15717 New Hampshire Ave		
	Silver Spring MD 20905		
Telephone	301-775-8651		
Subcontractor's Contact Name	Karen Chen		
Description of Work to be Subcontracted	Erosion and Sediment Control; Environmental Planting; Tree Removal		

#1 Reference Organization Name	Meadville Land Service Inc.		
Address	17693 State Highway 285		
	Cochranton PA 16314		
Contact Name	Kristin Smock		
Contact Name Telephone	814-337-1974 x308		
Contact Name e-mail	kristin@meadvillelandservice.com		
Contract Value	\$ 542,064.00		
Scheduled completion date	April 2018	Percent complete	100%
Description of Project Work	Towson Run at Cloisters Drive E & S; Tree Removal; Environmental Planting		

**SUB-CONTRACTOR REFERENCE FORM**  
**BIDDER MUST COMPLETE AND SUBMIT WITH BID**

#2 Reference Organization Name	Sagres Construction Corp.		
Address	3680 Wheeler Ave Suite 300		
	Alexandria VA 22304		
Contact Name	Eduardson Yao		
Contact Name Telephone	703-924-7220		
Contact Name e-mail	Eduardson@sagresconstruction.com		
Contract Value	\$ 106,383.00		
Scheduled completion date	November 2023	Percent complete	100%
Description of Project Work	Donaldson Tributary Stream Restoration E & S; Tree Removal; Environmental Planting		

#3 Reference Organization Name	Triangle Contracting		
Address	PO Box 489		
	Frederick MD 21701		
Contact Name	Tim Allen		
Contact Name Telephone	301-676-3735		
Contact Name e-mail	tallen@trianglecontracting.com		
Contract Value	\$ 121,070.00		
Scheduled completion date	Spring 2024	Percent complete	100%

Harry Nice Bridge Stream Restoration  
 NNI Removal/Treatment; Environmental Planting

**SUBCONTRACTOR REFERENCE FORM**  
**BIDDER MUST COMPLETE AND SUBMIT WITH BID**

SUBMIT A SEPARATE REFERENCE FORM FOR EACH PROPOSED SUBCONTRACTOR

Subcontractor's Name	Ecological Restoration and Management
Address	10600 York Road Suite 203
	Cockeysville MD 21030
Telephone	410-337-4899
Subcontractor's Contact Name	Stephanie Ermer
Description of Work to be Subcontracted	Plantings, Non-native Invasive Plant Management

#1 Reference Organization Name	Biohabitats		
Address	2081 Clipper Park Road		
	Baltimore, MD 21211		
Contact Name	Jim Favret		
Contact Name Telephone	443-962-2630		
Contact Name e-mail	jfavret@biohabitats.com		
Contract Value	\$ 188,271.00	Project Title: Park Drive Gully Restoration	
Scheduled completion date	2025	Percent complete	100%
Description of Project Work	Planting of 1,365 trees & shrubs (mix of bare-root, 3g & 5g), 1,454 quarts, and 3,391 plugs. Container plants were grouped together and we created welded wire super clumps around each cluster as deer protection. Invasive Management was carried out to monitor and treat invasives throughout the Construction Entrances.		

**SUB-CONTRACTOR REFERENCE FORM**  
**BIDDER MUST COMPLETE AND SUBMIT WITH BID**

#2 Reference Organization Name	Kleinfelder		
Address	10710 Gilroy Road		
	Hunt Valley, MD 21031		
Contact Name	Carissa Byers		
Contact Name Telephone	717-965-7884		
Contact Name e-mail	creh@kleinfelder.com		
Contract Value	\$ 83,782.00 - Project Title: Chestnut Hill Cove Tidal Wetland Mitigation		
Scheduled completion date	2026	Percent complete	100%
Description of Project Work	Installation of 326 shrubs (3g) , 38 trees (7g) , and 16,660 plugs (2"); Installation of Goose fence exclusion fencing; 5 Year Invasive Management duration		

#3 Reference Organization Name	Resource Restoration Group		
Address	211 Hidden Valley Road		
	Tracys Landing MD 20779		
Contact Name	Ben Hutzell		
Contact Name Telephone	301-491-2386		
Contact Name e-mail	bhutzell@rrgroup.us		
Contract Value	\$ 121,792.00	Project Title: Gravelly	
Scheduled completion date	Fall 2020	Percent complete	100%
Description of Project Work	Planting of 1,698 container grown trees & shrubs (3-7gal), 926 rigid black mesh barkguards, and 722 welded wire deer exclusions cages.		

**SUBCONTRACTOR REFERENCE FORM**  
**BIDDER MUST COMPLETE AND SUBMIT WITH BID**

SUBMIT A SEPARATE REFERENCE FORM FOR EACH PROPOSED SUBCONTRACTOR

Subcontractor's Name	Wolff Tree & Landscape, LLC		
Address	3180 Buffalo Road		
	New Windsor, MD 21157		
Telephone	443-340-9732		
Subcontractor's Contact Name	Ben Wolff		
Description of Work to be Subcontracted	Clearing/Tree Removal		

#1 Reference Organization Name	Concrete General		
Address	8000 Beechcraft Avenue		
	Gaithersburg, MD 20879		
Contact Name	Steve Beckley		
Contact Name Telephone	240-372-3102		
Contact Name e-mail	sbeckley@concretegeneral.com		
Contract Value	\$ 490,000		
Scheduled completion date	TBD	Percent complete	90%
Description of Project Work	I-95 Belvidere Clearing/Tree Removal		

**SUB-CONTRACTOR REFERENCE FORM**  
**BIDDER MUST COMPLETE AND SUBMIT WITH BID**

#2 Reference Organization Name	Stambaugh's Inc.		
Address	P.O. Box 594		
	Union Bridge, MD 21791		
Contact Name	Sean Linfield		
Contact Name Telephone	410-861-0030		
Contact Name e-mail	sean@stambaughs.net		
Contract Value	\$ 78,000		
Scheduled completion date	12/8/2025	Percent complete	100%
Description of Project Work	Dennis Estates Clearing/Tree Removal		

#3 Reference Organization Name	SEH Excavating, Inc.		
Address	2940 Dede Road		
	Finksburg, MD 210448		
Contact Name	Chris Tackett		
Contact Name Telephone	443-377-9051		
Contact Name e-mail	ctackett@sehexc.com		
Contract Value	\$ 180,000		
Scheduled completion date	4/15/2026	Percent complete	60%
Description of Project Work	Woodyard Clearing/Tree Removal		

 **AIA**® Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Magstone, LLC  
P.O. Box 570  
Union Bridge, MD 21791

**SURETY:**

*(Name, legal status and principal place of business)*

The Cincinnati Insurance Company  
P.O. Box 145496  
Cincinnati, OH 45250-5496

**OWNER:**

*(Name, legal status and address)*

Mayor and City Council of Rockville  
111 Maryland Avenue, 1st Floor  
Rockville, Maryland 20850

**BOND AMOUNT:** \$ Five Percent of Bid Amount (5% of Bid)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

BIDS #11-26

SWM Facilities Improvements: City Facility at the Villages of Tower Oak

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of April, 2026

*Zack Jones*  
\_\_\_\_\_  
(Witness)

*Katie Celano*  
\_\_\_\_\_  
(Witness) Katie Celano

*[Signature]*  
\_\_\_\_\_  
Magstone, LLC  
(Contractor as Principal) (Seal)  
President  
\_\_\_\_\_  
(Title)

The Cincinnati Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)  
*[Signature]*  
\_\_\_\_\_  
(Title) Bryan Johnson, Attorney-in-Fact



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Norman C. Breitenbach, Jr.; Leonard E. Callahan; Steve T. Johnson; Deborah B. Hill and/or Bryan Johnson

of Hunt Valley, Maryland

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to  
Forty Million and No/100 Dollars (\$40,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Ventre*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*  
Keith Collett, Attorney at Law  
Notary Public - State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 9th day of April, 2026



*Ed R.*

**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**SWM FACILITIES IMPROVEMENTS – CITY FACILITY AT  
THE VILLAGES OF TOWER OAKS, SC21  
BID PROPOSAL FORM**

**THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED**

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 TO CONSTRUCT THE VILLAGES OF TOWER OAKS SWM FACILITY IMPROVEMENT PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS.

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	11,000.00	11,000.00
2	Construction Stakeout	1	LS	25,000.00	25,000.00
3	Demolition and Disposal of Ex. Structures and Debris	1	LS	3,500.00	3,500.00
4	Clearing and Grubbing	0.5	AC	7,400.00	3,700.00
5	Tree Removal (DBH ≥ 12" to < 18")	5	EA	1,000.00	5,000.00
6	Tree Removal (DBH ≥ 18" to < 24")	4	EA	1,200.00	4,800.00
7	Tree Removal (DBH ≥ 24")	2	EA	1,500.00	3,000.00
8	Tree Pruning	240	LF	10.00	2,400.00
9	Non Native Invasive Plant Controls	0.25	AC	48,000.00	12,000.00
10	Stabilized Construction Entrance	1	EA	3,000.00	3,000.00
11	Site Dewatering System	1	LS	5,000.00	5,000.00
12	Water Handling - 18" HDPE Pipe	1005	LF	36.00	36,180.00
13	Clear Water Diversion	1	LS	35,000.00	35,000.00
14	Silt Fence	290	LF	3.00	870.00
15	Super Silt Fence	160	LF	10.00	1,600.00
16	Tree Protection Fence	0	LF	-	-
17	High Visibility Fence	1650	LF	3.00	4,950.00
18	Temporary Construction Access Road	75	LF	90.00	6,750.00
19	Tree Protection Planking	18	EA	275.00	4,950.00
20	Unclassified Excavation, Offsite Removal & Grading	1	LS	255,000.00	255,000.00
21	Class I Riprap Placement with Geotextile	405	SY	79.00	31,995.00
22	Import and Place Wetland Soil Media	355	CY	90.00	31,950.00
23	Topsoil	1	LS	12,200.00	12,200.00
24	Herbaceous (Wetland Plants), Plugs	1500	EA	5.80	8,700.00
25	Herbaceous (Wetland Plants), Quarts	800	EA	11.75	9,400.00
26	Woody Vegetation: Shrubs, 3 Gallon	68	EA	105.00	7,140.00
27	Woody Vegetation: Understory Tree 4'-5' HT	9	EA	570.00	5,130.00
28	Woody Vegetation: Overstory Tree 2" Caliper	15	EA	850.00	12,750.00
29	Temporary Stabilization	3900	SY	0.45	1,755.00

30	Permanent Stabilization	6690	SY	1.30	8,697.00
31	Single Jute Net Excelsior Matting	4060	SY	1.95	7,917.00
32	Staging and Stockpiling Areas	210	SY	24.00	5,040.00
33	Goose Protection Fencing	1500	LF	16.60	24,900.00
34	Remove and Replace Gate Valve and Stem Extension		LS	4,200.00	4,200.00
<b>GRAND TOTAL</b>					<b>595,474.00</b>

Write the Total Bid Price for the **SWM FACILITIES IMPROVEMENTS – CITY FACILITY AT THE VILLAGES OF TOWER OAKS, SC21** in words:

**Five hundred ninety five thousand, four hundred and seventy four dollars and zero cents**

**CONTRACT DURATION**

This contract will begin 14 calendar days from the date of issuance of a notice to proceed. All work, excluding landscaping, shall be completed within 365 calendar days after the notice to proceed has been issued.

If directed by the DPW Inspector or Forestry Inspector for specific landscape pay items, landscaping may be delayed until the subsequent planting season, but must be completed no later than 60 calendar days from the start of the subsequent planting season as detailed in the Contract Documents.

Confirm your ability to meet the above schedule.  YES  NO


The City 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.

**This bid and its Firm Fixed Prices shall remain valid for the Contract Duration.**

I/We hereby certify that I/we are the only person(s) interested in this proposal as principals, and that an examination has been made of the work site, the specifications, the plans and the bid documents. We propose to furnish all necessary machinery, materials, equipment, tools, labor, and other means of construction required to complete the project.

All Bid Items shall be performed per the referenced Contract Documents on file in the Purchasing Division of the City of Rockville. Descriptions, Submittals, Measurements and Payment of all Bid Items shall be as described in the Technical Specifications, unless otherwise specified in the Contract Documents. All work items described in the Contract Documents that are not referenced by a specific pay item shall be considered incidental to all other items in the Contract Documents.

I/We hereby certify that I/we have read and understand the requirements of this Bid Proposal Form and, that I/we, as the Bidder, will comply with all requirements. I/we am/are duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this Bid Proposal Form.

Magstone, LLC 

President

04.06.2026


Contractor

Title

Date

**BIDDER'S QUESTIONNAIRE**  
**CITY MAY REQUIRE COMPLETION AND SUBMISSION AFTER RECEIPT OF BIDS**

In order to be considered for award, the Bidder must complete this questionnaire in its entirety and submit it to the Purchasing Manager within the time specified. The bidder must answer all questions. If additional space is required, attach continuation sheets and clearly indicate the question being answered. The City reserves the right to verify any information contained within this report and to request additional information or clarification. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the Contract or if the bidder fails to complete and submit the Bidder's Questionnaire in its entirety. If additional sheets are necessary please attach to this form and reference the applicable number.

Bidder's Name	Magstone, LLC		
Bidder's Address	4141 Bark Hill Road PO Box 576		
City	Union Bridge	State / Zip	MD 21791
Telephone	410.635.3836	Fax Number	N/A
Organized under the laws of State of:	Maryland		
BIDDER'S AUTHORIZED REPRESENTATIVE'S SIGNATURE BELOW		DATE	04.06.2026
			
Print Name:	Ian Stambaugh		
Title:	President		

**1. ORGANIZATION**

- 1.1 How many years has your organization been in business as a Contractor? 29
- 1.2 How many years has your organization been in business under its present business name? 29
- 1.3 Under what **other** or former names has your organization operated? N/A
- 1.4 If your organization is a corporation, answer the following:

Date of incorporation:

State of incorporation:

President's name:

Vice-president's name(s):

Secretary's name:

Treasurer's name:

1.5 If your organization is a partnership, answer the following:

Date of organization:

Type of partnership (if applicable):

Name(s) of general partner(s):

1.6 If your organization is individually owned, answer the following:

Date of organization:

Name of owner:

1.7 If the form of your organization is other than those listed above, describe it and name the principals:

LLC Taxed as an S Corporation  
Owner/Principal: Ian Stambaugh

## **2. LICENSING**

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Maryland: Construction Firm 06326706

**3. EXPERIENCE**

3.1 List the categories of work that your organization normally performs with its own forces.

Erosion and Sediment Control, Light Clearing, Tree Protection, Excavation, Grading, Storm Drain, SWM Retrofit, Gabion, Dry Utilities, Structure Mods, Dewatering, Maintenance of Stream Flow, Etc.

3.2 Has your organization ever failed to complete any work awarded to it? If yes, provide details on a separate sheet. NO:  YES: \_\_\_\_\_

3.3 Are there any judgment, claims, arbitration, proceedings or suits pending or outstanding against your organization or its officers? If yes, provide details. NO:  YES: \_\_\_\_\_

3.4 Within the past five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If yes, provide details. NO:  YES: \_\_\_\_\_

3.5 Within the last two years, has any owner of any project threatened to impose or imposed liquidated damages against your organization? If yes, provide details. NO:  YES: \_\_\_\_\_

3.6 Within the last two years, has your organization constructed any projects where the date of substantial completion was more than 30 days after the contract completion date as determined by the contract and any changes orders? If yes, provide details. NO:  YES: \_\_\_\_\_

3.7 Within the last 2 years, has your organization constructed any projects where the change orders exceeded 10% of the contract price? If yes, provide details. NO:  YES: \_\_\_\_\_

3.8 State the total worth of work in progress and under contract:

In Progress	\$ 8,000,000
Under Contract	\$ 19,000,000

3.9 State the average annual amount of construction work performed during the past five years:

\$ +/- \$15,000,000 (Fifteen Million)

#### 4. FINANCIAL

4.1 State that you will provide a copy of your firm's audited financial statements for the past two (2) years, if requested, by the City of Rockville. YES:  NO:

4.2 Is your firm currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms. NO:  YES:

4.3 Is your firm currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution. NO:  YES:

#### 5. SAFETY

5.1 Has your organization been cited by OSHA (or State equivalent) in the past five years? If so, provide a copy of the citation(s). NO:  YES:

5.2 Has your organization experienced a work-related fatality in the past 10 years? If so, provide details. NO:  YES:

5.3 Provide copies of the last 3-years OSHA Form 300A or OSHA 300 Log. Please omit any personally identifiable or confidential information. See Attached

5.4 Provide a copy of your current Workers' Compensation Experience Rating from the NCCI.

See Attached

5.5 Does your organization have a written safety program? NO:  YES:

5.5.1 Describe the safety training programs offered to all employees on the elements of the safety program. All PPE Provided including Instructions on Use, OSHA 10, Trench Safety, Confined Space, CPR/First Aid, Stop the Bleed, OSHA 30 (Managers), In-House Operator Certification

5.6.2 When was the last year the written safety program was audited or updated?

Updated 2025

5.6.3 Provide an overview of the elements of your written safety program (i.e., table of contents). (This may be returned to non-awarded bidders.) See Attached

5.7 Does your organization hire subcontractors? NO:  YES:

5.7.1 Does your organization conduct pre-contractor qualification of these subcontractors specifically focusing on their safety performance? NO:  YES:

Please See Attached Subcontractor Safety Requirements

5.7.2 Describe how your organization manages the safety performance of subcontractors on the jobsite.

SAFETY MEETING W/ RANDOM AUDITS OF SUBCONTRACTOR CREWS

5.7.3 Does your organization have a written policy addressing subcontractor's responsibility for complying with OSHA regulations on jobsites? (i.e., OSHA's multi-employer citation policy).

NO:  YES:

CERTIFICATION

The above statements are certified to be true and accurate.

BY: \_\_\_\_\_

Signature

Date 04/06/20

Print Signature/Title IAN STAMBAUGH

# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2023



U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0". Employees (non-employees and their representatives have the right to review the OSHA Form 300A at its employer. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35 in OSHA's Recordkeeping rule. For further details on the access provisions for these forms.

**Number of Cases**

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

**Number of Days**

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

**Injury and Illness Types**

Total number of ... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other illnesses
0	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Please report burden for this collection of information as estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Penalties are not required to respond to the collection of information unless it displays a summary of OMB's collection number. If you have any comments about this estimate of burden or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room 11-3544, 200 Constitution Ave. NW, Washington, DC 20220. Do not send the completed form to this office.

Establishment information	
Your establishment name	<u>Magstone, LLC</u>
Street	<u>4141 Back Rd Road, P.O. Box 575</u>
City	<u>Union Bridge</u> State <u>SD</u> Zip <u>57191</u>
Industry description (e.g., manufacture of motor truck trailers, <u>Excavator</u> )	
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	<u>2 3 8 9 1 6</u>
Employment information	
Annual average number of employees	<u>64</u>
Total hours worked by all employees last year	<u>140,490.00</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
<u>[Signature]</u> Company executive	<u>[Signature]</u> Date
<u>(419) 855-3838</u> Phone	

**Summary of Work-Related Injuries and Illnesses**

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 24



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	3
(K)	(L)

Injury and Illness Types			
Total number of ... (M)			
(1) Injuries	1	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 56 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: U.S. Department of Labor, OSHA, Office of Statistical Analysis, Room N-1014, 204 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment information**

Your establishment name MAGSTONE, LLC

Street 4141 BARK HILL ROAD P.O. BOX 576

City UNION BRIDGE State MD Zip 21791

Industry description (e.g., *Manufacture of motor truck trailers*)  
EXCAVATION

North American Industrial Classification (NAICS), if known (e.g., 336212)  
236910

**Employment information** (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 69

Total hours worked by all employees last year 141,763.75

**Sign here**

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Laura Stambaugh-Zopp Office Administrator  
Company executive Title

Phone 410-635-3836 Date 2/11/2025

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 25  
 U.S. Department of Labor  
 Occupational Safety and Health Administration  
 Form approved OMB no. 1213-0178

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	3
(K)	(L)

Injury and Illness Types			
Total number of ...			
(M)			
(1) Injuries	1	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.  
 Public reporting burden for this collection of information is estimated to average 56 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3614, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

Establishment information	
Your establishment name	MAGSTONE, LLC
Street	4141 BARK HILL RD P.O. BOX 576
City	UNION BRIDGE State MD Zip 21791
Industry description (e.g., Manufacture of motor truck trailers)	EXCAVATION
North American Industrial Classification (NAICS) (if known (e.g., 336212))	238910
Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)	
Annual average number of employees	67
Total hours worked by all employees last year	145,102
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
<i>[Signature]</i>	<i>[Signature]</i>
Company executive	Office Administrator
Phone 410-635-3836	Date 1/1/2026
Reset	



## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MAGSTONE LLC

Risk ID: 190055531

Rating Effective Date: 05/15/2026

Production Date: 02/10/2026

State: MARYLAND

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	Split Point
MD	.15	49,421	70,481	21,060	33,874	49,220	51,874	18,000	18,000
MD-G	.15	77	109	32	0	49,220	0	0	18,000
MD-H	.15	27,392	39,063	11,671	0	49,220	0	0	18,000
MD-I	.15	0	0	0	0	49,220	0	0	18,000
MD-J	.15	75	105	30	0	49,220	0	0	18,000
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.15		76,965	109,758	32,793	33,874	49,220	51,874	18,000	

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 18,000	$C * (1 - A) + G$ 114,640	(A) * (F) 5,081	(J) 137,721
Expected	(E) 32,793	$C * (1 - A) + G$ 114,640	(A) * (C) 11,545	(K) 158,978
	ARAP	FLARAP	SARAP	MAARAP
Factors				(J) / (K) .87

NCCI'S EXPERIENCE RATING WORKSHEET SUMMARY PAGE NOW INCLUDES A COLUMN FOR THE STATE'S APPROVED PRIMARY/EXCESS LOSS SPLIT POINT, APPLICABLE TO THE RATING EFFECTIVE DATE.

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# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MAGSTONE LLC

Risk ID: 190055531

Rating Effective Date: 05/15/2026

Production Date: 02/10/2026

State: MARYLAND

19-MARYLAND

Firm ID:

Firm Name: MAGSTONE LLC

Carrier: 35947

Policy No. Q896500710

Eff Date: 05/15/2023

Exp Date: 05/15/2024

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0	A00005396092	09	F	51,874	18,000
5606	.254	.29	159,641	405	117					
6217	1.089	.29	2,271,302	24,734	7,173					
6325	1.033	.29	194,917	2,013	584					
8227	1.029	.33	525,753	5,410	1,785					
8742	.069	.37	510,701	352	130					
8810	.029	.42	935,639	271	114					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			4,597,953	Subject Premium: 107,112		Total Act Inc Losses:		51,874		

19-MARYLAND

Firm ID:

Firm Name: MAGSTONE LLC

Carrier: 35947

Policy No. Q896500710

Eff Date: 05/15/2024

Exp Date: 05/15/2025

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
5606	.254	.29	72,900	185	54					
6217	1.089	.29	2,561,695	27,897	8,090					
6325	1.033	.29	174,140	1,799	522					
8227	1.029	.33	524,230	5,394	1,780					
8742	.069	.37	434,902	300	111					
8810	.029	.42	1,212,310	352	148					
9402	1.450	.33	94,400	1,369	452					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			5,074,577	Subject Premium: 108,402		Total Act Inc Losses:		0		

19-MARYLAND

Firm ID: G

Firm Name: MAGSTONE LLC

Carrier: 17965

Policy No. WC849184900

Eff Date: 07/27/2022

Exp Date: 05/01/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6217	1.089	.29	10,025	109	32					
9837	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:			10,025	Subject Premium: 380		Total Act Inc Losses:		0		

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\* Total by Policy Year of all cases \$2,000 or less. D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

# Limited Loss



# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MAGSTONE LLC

Risk ID: 190055531

Rating Effective Date: 05/15/2026

Production Date: 02/10/2026

State: MARYLAND

19-MARYLAND Firm ID: G Firm Name: MAGSTONE LLC

Carrier: 17965 Policy No. WC849184901 Eff Date: 05/01/2023 Exp Date: 05/01/2024

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:				Subject Premium:	140	Total Act Inc Losses:		0		

19-MARYLAND Firm ID: G Firm Name: MAGSTONE LLC

Carrier: 17965 Policy No. WC849184902 Eff Date: 05/01/2024 Exp Date: 05/01/2025

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
9848	MINIMUM PREMIUM FO			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:				Subject Premium:	140	Total Act Inc Losses:		0		

19-MARYLAND Firm ID: H Firm Name: MAGSTONE LLC

Carrier: 90468 Policy No. AFWCP100028785 Eff Date: 05/15/2022 Exp Date: 05/15/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
6217	1.089	.29	2,729,990	29,730	8,622					
6325	1.033	.29	188,848	1,951	566					
8227	1.029	.33	650,233	6,691	2,208					
8742	.069	.37	444,427	307	114					
8810	.029	.42	1,323,080	384	161					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:				5,336,578	Subject Premium:	163,433	Total Act Inc Losses:		0	

19-MARYLAND Firm ID: I Firm Name: MAGSTONE LLC

Carrier: 31720 Policy No. 2254321460 Eff Date: 12/31/2021 Exp Date: 12/31/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:				Subject Premium:	120	Total Act Inc Losses:		0		

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\* Total by Policy Year of all cases \$2,000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW  
 C Catastrophic Loss E Employers Liability Loss # Limited Loss



# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MAGSTONE LLC

Risk ID: 190055531

Rating Effective Date: 05/15/2026

Production Date: 02/10/2026

State: MARYLAND

19-MARYLAND Firm ID: J Firm Name: MAGSTONE LLC

Carrier: 28355 Policy No. 11WCI6317300 Eff Date: 02/02/2024 Exp Date: 05/15/2024

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
6217	1.089	.29	7,727	84	24					
9812	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:				7,727	397	Total Act Inc Losses:		0		

19-MARYLAND Firm ID: J Firm Name: MAGSTONE LLC

Carrier: 28355 Policy No. 11WCI6317301 Eff Date: 05/15/2024 Exp Date: 05/15/2025

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
6217	1.089	.29	1,974	21	6					
9812	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:				1,974	190	Total Act Inc Losses:		0		

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\* Total by Policy Year of all cases \$2,000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

# Limited Loss

**Maryland Department of Labor**  
Division of Labor and Industry  
Maryland Occupational Safety and Health (MOSH)

Inspection Number: 1820812  
Case Number: 115389031-25  
Inspection Date: 06/09/2025-07/11/2025  
Issuance Date: 08/08/2025

Citation and Notification of Penalty

Company Name: Magstone, LLC  
Inspection Site: 3208 Kimberly Ridge Road, Laurel, MD 20724

Citation 1 Item 1a      Type of Violation: **Serious**

29 CFR 1926.651(k)(2): Where the competent person found evidence of a situation that could have resulted in possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees were not removed from the hazardous area until the necessary precautions were taken to ensure their safety:

(a) Date of Violation: On or About 06/05/25

Location: Outside the North Corner of Building #2

Condition: The competent person, who conducted daily inspections, did not remove an employee from a trench 7 feet wide, 12 feet long, 6 feet deep in Type "C" soil that lacked cave-in protection.

Abatement documentation (photographs, receipts, copies of programs, training certification, etc.) is required for this item.

Date By Which Violation Must be Abated:

August 18, 2025

Proposed Penalty:

\$1950.00

**Maryland Department of Labor**  
Division of Labor and Industry  
Maryland Occupational Safety and Health (MOSH)

Inspection Number: 1829812  
Case Number: 115389-0311-25  
Inspection Date: 06/09/2025-07/11/2025  
Issuance Date: 08/08/2025

Citation and Notification of Penalty

Company Name: Magstone, LLC  
Inspection Site: 3208 Kimberly Ridge Road, Laurel, MD 20721

Citation 1 Item 1 b      Type of Violation: **Serious**

29 CFR 1926.652(a)(1): Each employee in an excavation was not protected from cave-ins by an adequate protective system designed in accordance with 29 CFR 1926.652(b) or 1926.652(c):

(a) Date of Violation: On or About 06/05/25

Location: Outside the North Corner of Building #2

Condition: An employee was installing 4-inch conduit in an unprotected trench measuring 7 feet wide, 12 feet long, and 6 feet deep, in Type "C" soil.


Abatement documentation (photographs, receipts, copies of programs, training certification, etc.) is required for this item.

Date By Which Violation Must be Abated:

August 18, 2025

Proposed Penalty:

\$0.00



Michael A. Penn, CSP, SMP  
Chief of Compliance

STATE OF MARYLAND  
DEPARTMENT OF LABOR  
DIVISION OF LABOR AND INDUSTRY  
OCCUPATIONAL SAFETY AND HEALTH

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In the Matter of:

MAGSTONE, LLC  
CASE NO. H5389-031-25

---

**AGREEMENT OF SETTLEMENT**

The Department of Labor, Division of Labor and Industry, Occupational Safety and Health (hereinafter "MOSH") and Magstone, LLC ("the Company") hereby agree and stipulate this 14<sup>th</sup> day of October 2025, that:

1) On August 8, 2025, MOSH issued a Citation and Notification of Penalty document to the Company. The Citation and Notification of Penalty, which is hereby incorporated into this Agreement, consisted of two (2) Serious citations, with penalties totaling \$1,950.00.

2) The Company withdraws its Notice of Contest as to the Citation, penalties and abatement periods in Case Number H5389-031-25.

3) MOSH agrees to reclassify Citation 1, Item 1a and Citation 1, Item 1b as Other than Serious and delete the penalty associated with Citation 1.

4) The Company agrees and consents to and the Commissioner of Labor and Industry ("Commissioner") hereby enters an Order consistent with this Settlement Agreement.

5) The Company states that it has abated the conditions cited in the Citation.

6) In exchange for the Company's completion of abatement of the cited conditions, MOSH has agreed to delete the penalty imposed as follows:

Citation 1, Items 1a-b:	\$	0.00
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<b>TOTAL PENALTY:</b>	<b>\$</b>	<b>0.00</b>
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7) The Company is entering into this Agreement of Settlement in the spirit of conciliation and cooperation and in an effort to avoid litigation. The Company's withdrawal of its Notice of Contest, consent to the Final Order, performance of any abatement and payment of any penalty pursuant to this Agreement is not, and is not to be construed as, an admission of any violation, fault or liability on its part or that of its employees. The Company is entering into this Agreement without prejudice to its right to raise any defense or any argument in any future proceedings conducted by the

Commissioner which result from subsequent citations. It is expressly agreed and understood between the Company and the Commissioner that nothing in this Agreement of Settlement shall be deemed to authorize or permit the parties in any such proceeding to litigate any issue relating to any citation that is a Final Order pursuant to this Agreement. This Agreement is not admissible, or to be introduced into evidence in any claim, action or proceeding which now exists or may arise and be pursued by any person, agency or entity, other than in any proceeding brought by the Commissioner pursuant to this Agreement or under the provisions of the Maryland Occupational Safety and Health Law, Labor and Employment Article, Title 5, Annotated Code of Maryland. By entering into this Agreement of Settlement, the Company does not admit the truth of any facts, any of the characterizations of the Company's alleged conduct, or any conclusions set forth in the citations issued in this matter.

8) The Company agrees and recognizes that the Commissioner reserves the right to conduct inspections pursuant to the Maryland Occupational Safety and Health Law to determine if it is in compliance with this Agreement of Settlement, the MOSH Law, rules, regulations and standards. The Company agrees that failure to comply may result in additional penalties under the provisions of Labor and Employment Article. §§5-

101 through 5-909, Maryland Annotated Code. Nothing in this Agreement shall constitute a waiver by the Company of any rights guaranteed to it by the Constitution and laws of the United States or the State of Maryland.

9) A copy of this Agreement of Settlement shall be prominently posted by the Company for a period of three (3) days or until abatement is completed, whichever is longer, in all places and in the same manner as required for the posting of a citation issued by the Commissioner of Labor and Industry so as to give notice to all affected employees.

MAGSTONE, LLC

By: *Ronald W. Taylor*

Title: *Counsel*

MARYLAND DEPARTMENT OF LABOR,  
DIVISION OF LABOR AND INDUSTRY

By: *Michael A. Penn*

MICHAEL A. PENN  
Chief of Compliance,  
Division of Labor & Industry  
Maryland Occupational Safety and Health

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## Subcontractor Safety Agreement

The following Personal Protective Equipment (PPE) is required on all Magstone LLC projects. A Magstone Safety Handbook is also available upon request:

1. Hard hat – worn correctly with bill forward
2. Steel toe footwear
3. Eye protection – wrap-around style safety glasses, safety glasses with side shields, or face shield must be worn when tool or equipment use present potential eye or face injury from physical, chemical, or radiation agents and/or the project prime contractor or Owner requires full-time eye protection. (Eye protection is not required in enclosed cabs)
4. Hearing Protection – ear plugs or ear muffs must be worn when noise level is equal to or greater than 90 dBA
5. Dust mask – must wear a mask with a minimum rating of N-95 when cutting or grinding metal, concrete, or asphalt
6. High visibility shirt or Class 2 safety vest – shirt sleeve length must be a minimum of 4 inches. Reflective safety vests must be worn while flagging.
7. Long pants

Contractor  
Sub Contractor

**Warranty/Maintenance Information**

Please supply the following information during and after the warranty period (attach additional pages as required).

**During the warranty period:**

1. Maintenance (service) is available from (company name, address and contact telephone):

Magstone, LLC 410.635.3836 4141 Bark Hill Road Union Bridge, MD 21791 (Site Work)

Ecological Restoration & Management 10600 York Road, Suite 203, Cockeysville, MD 21030 410.337.4899 (If Chosen)

Empire Landscape, LLC 15717 New Hampshire Avenue, Silver Spring, MD 20905 301.775.8651 (If Chosen)

2. The Warranty length is (~~minimum of ten years~~) Landscape Warranty Period is 2 Years per Bid Docs

3. Detail what the warranty does not include:

Animal Predation/Herbivory Damage, Improper Hydrological Regime, Vandalism, Storm Damage

Mowing, Re-Mulching, Weeding, Re-Edging, Cutting Back Perennials, Trash Pick Up, Leaf Removal

Annual Flower Rotations, Snow Removal, Week to Week Landscape Maintenance Activities

**After the warranty period**

4. Maintenance (service) is available from (company name, address and contact telephone):

Same as Above

5. What is the usual delay period between the time service is requested and the arrival time of the service personnel?

1-2 Weeks



**CITY OF ROCKVILLE**  
 Procurement Department  
 111 Maryland Avenue  
 Rockville, Maryland 20850-2364  
 Phone 240-314-8430 Fax 240-314-8439

**ADDENDUM 1**

**DATE:** March 3, 2026

**REFERENCE:** City of Rockville  
 Invitation for Bids:

**IFB 11-26**  
**SWM FACILITIES IMPROVEMENTS:**  
**CITY FACILITY AT THE VILLAGES OF TOWER OAKS**  
**PROJECT**

Scheduled Bid Due Date

Thursday, April 2, 2026 at 2:00 P.M. (EST)

**Pre-Bid Conference Change:**

1. The new Pre-Bid Conference date is Friday, March 6, 2026 at 11:00 A.M. EST. Updated link provided below:  
<https://rockvillemd.webex.com/rockvillemd/j.php?MTID=m85f99f7a3674cb1f3abfb3ca53a96f6>

Please sign below to acknowledge receipt of addendum and return with your bid.

Magstone, LLC

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Authorized Signature *Zach Jones*

04.06.26

\_\_\_\_\_  
 Date



**CITY OF ROCKVILLE**  
Procurement Department  
111 Maryland Avenue  
Rockville, Maryland 20850-2364  
Phone 240-314-8430 Fax 240-314-8439

**ADDENDUM 2**

**DATE:** March 25, 2026

**REFERENCE:** City of Rockville  
Invitation for Bids:

**INVITATION FOR BIDS #11-26  
SWM FACILITIES IMPROVEMENTS:  
CITY FACILITY AT THE VILLAGES OF TOWER OAKS**

**Scheduled Bid Due Date**

**Thursday, April 9, 2026 at 2:00 P.M. (ET) (changed)**

---

**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 underlined and marked in red bold (ex: new language) and language deleted has been marked with a strikeout (ex: ~~language deleted~~).

**THE BID DUE DATE HAS BEEN CHANGED FROM APRIL 2, 2026 AT 2:00 PM EST TO APRIL 9, 2026 AT 2:00 PM EST.**

**THE BID OPENING HAS BEEN CHANGED FROM APRIL 2, 2026 AT 2:20 PM EST TO APRIL 9, 2026 AT 2:20 PM EST.**

**Delete the following:**

CITY OF ROCKVILLE, MARYLAND SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

**Replace with the following:**

CITY OF ROCKVILLE, MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS  
CONSTRUCTION 3/2022

**Delete the following:**

BID PROPOSAL FORM IN THE SOLICITATION

**Replace with the following:**

ATTACHED REVISED BID PROPOSAL FORM

**Attachments:**

CITY OF ROCKVILLE, MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS  
CONSTRUCTION 3/2022. REVISED BID PROPOSAL FORM.

**The following has been added to Section III. Special Terms and Conditions. 3.11 Insurance Requirements of the solicitation:**

**Project Specific Insurance:**

**Subject to the full terms of the Insurance Requirements section, the Contractor shall also procure and maintain Contractor's Pollution Liability Insurance, also known as Environmental Impairment Liability, insurance covering liabilities arising from pollution conditions associated with the scope of work with limits of no less than \$1,000,000 per claim.**

**QUESTIONS AND ANSWERS**

**ADDITION 1.** On the bid form, bidders are to include "Additional Pay Item 34: Remove and Replace Gate Valve and Stem Extension." This additional pay item is for the removal and replacement-in-kind of the eight inch (8") MJ Gate Valve as shown on As-builts C-160A-1995 Sheet 5 of 6.

**CLARIFICATION 1.** Please note Pay Item 13 Clear Water Diversion requires the submittal of a Clear Water Diversion Plan.

**QUESTION.** Can the CAD files for the project be provided?

**ADDITION 2.** The CAD file for the project and a waiver have been posted to the Collaboration Portal. All bidders must sign a disclaimer of liability from the Engineer of Record - Hazen Electronic File Transfer Form – BID/CAD Files. All bids must submit a signed Disclaimer of Liability with their bid, regardless of whether they have used or downloaded the CAD files. Bidders who fail to include the disclaimer with their bid may be deemed nonresponsive.

**QUESTION.** Was the original pond bottom elevation 330.0 and all existing grades shown assumed to be muck? Or is the bottom elevation of the pond getting deeper to increase storage?

**CLARIFICATION 2.** The as-built pond bottom elevation is 330, as shown on the Record Drawings C-160A-H1995 Sheet 1 of 6.

**QUESTION.** Can 5' wooden stakes be used in lieu of the metal T-posts in the goose exclusion fence? This material is less expensive and also easier to remove.

**CLARIFICATION 3.** Yes, 2" x 2" x 60" hardwood (oak) stakes can be used in lieu of the metal t-posts, as specified on Sheet 13 of 15 and in the Technical Specifications for Pay Item 33.

**QUESTION.** Is this a prevailing wage project? If so, can you please provide the wage determination. Do prevailing wage rates apply? If so, please provide them.

**CLARIFICATION 4.** The City of Rockville has no minimum/living wage requirements above those set by the federal government. Prior to submitting a bid, bidders should consult their accountants or bookkeepers with regard to how State of Maryland and Montgomery County, Maryland legislation related to minimum and living wages impacts their labor costs for the solicited work, as any additional costs associated with the legislation shall be the responsibility of the bidder.

**QUESTION.** Do liquidated damages apply? If so, what is the amount per day?

**ADDITION 3.** LIQUIDATED DAMAGES are addressed in the attached GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS CONSTRUCTION 3/2022.

**QUESTION.** Is there a geotechnical report available for this project and can the county share that with the contractors? May we please have a geotechnical report.

**CLARIFICATION 5.** A geotechnical investigation was not performed.

**QUESTION.** Are there any contaminated materials onsite?

**CLARIFICATION 6.** All excavated material is assumed to be free of hazardous material and does not require testing for contaminated/hazardous materials.

**QUESTION.** When does the county anticipate they will issue NTP?

We do not have an anticipated date for the issuance of the NTP at this time.

QUESTION. Are there any time or year restrictions for this project?

**CLARIFICATION 7.** Stream closure period for this project is March 1 through June 15.

QUESTION. There seems to be a large amount of sediment in the existing box culvert, is this to be cleaned out or remain? It appears to extend deep into the storm drain.

**CLARIFICATION 8.** The project LOD does not include the existing box culvert.

QUESTION. Can topsoil stripped from the site be used as respread, or should we figure on importing topsoil meeting the SHA specs?

**CLARIFICATION 9.** Suitable fill details can be found in PAY ITEM NO. 20 – UNCLASSIFIED EXCAVATION, OFFSITE REMOVAL, AND GRADING. See Description, bullet 9.

QUESTION. Page 6, Project Timing/Completion: state all work to be completed within 260 calendar days but Page 19, 3.15-Contract Term-State all work should be completed within 365 calendar days.)

**CORRECTION 1.** All locations throughout the contract should indicate 365 calendar days for completion of construction.

QUESTION. Page 15, 3.3-Contract Term: state that contract will be effective until 6/30/2027 and the City reserves the right to renew the contract annually for four additional one-year terms through June 30, 2031. Is this a mistype or is this an annual contract?

**CLARIFICATION 10.** This is an oversight.

**REVISION 1.** The following Special Provisions will be stricken from the bid

### 3.3 Contract Term

Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract annually for four additional one-year terms, through June 30, 2031.

### 3.4 Option to Renew Contract Period

A. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.

B. The City expects all vendors to provide year over year cost reductions recommendations.

C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.

D. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. The City may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the unit price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.).

restr  
E. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to the City.

**Additionally, please be sure to submit all required forms with your bid per this addendum and the solicitation instructions.**

ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 2 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID.

Please sign below to acknowledge receipt of addendum and return with your bid.

Magstone, LLC

\_\_\_\_\_  
Company Name

04.06.2026

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature *Zach Jones*