



MAYOR AND COUNCIL

Meeting No. 06-26
Monday, March 2, 2026 - 5:30 PM

AGENDA

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

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: <https://www.rockvillemd.gov/services/request-a-reasonable-accommodation/>

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: <https://www.rockvillemd.gov/services/participate-in-a-community-forum/>

In-Person Attendance

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

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

Viewing Mayor and Council Meetings

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

Participating in Community Forum & Public Hearings:

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

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

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

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

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

The next scheduled Drop-In Session will be held by phone or in-person on Monday, March 9 from 5:15-6:15 pm with Mayor Ashton and Councilmember Fulton. Please sign up by 10 am on the meeting day using the form at:

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

1. **Convene - 5:30 PM**
2. **Pledge of Allegiance**
3. **Proclamation and Recognition - 5:35 PM**
 - A. Proclamation Declaring March 8-14, 2026, as Multiple Sclerosis Awareness Week
 - B. Proclamation Declaring March 10, 2026, as Harriet Tubman Day in Rockville, Maryland
 - C. Proclamation Declaring March 29, 2026, as National Vietnam War Veterans Day in Rockville, Maryland
 - D. Proclamation Declaring March 2026, as Women's History Month
4. **Agenda Review - 6:30 PM**

5. **City Manager's Report - 6:35 PM**
6. **Boards and Commissions Appointments and Reappointments - NONE**
7. **Community Forum - 6:40 PM**
8. **Special Presentations - 7:00 PM**
 - A. Bi-Annual Vision Zero Update
9. **Consent Agenda - 7:20 PM**
 - A. Authorize the City Manager to Execute a Contract with Espina Paving, Inc., M.T. Laney Co., Inc., and Manuel Luis Construction Co., Inc. for Asphalt Maintenance Responsive to IFB #08-26, in an Amount Not to Exceed \$6,000,000
 - B. Authorization for the City Manager to Execute Amendment 1 to the Grant Agreement Between the City and the Maryland Energy Administration for the Streetlight and Outdoor Lighting Efficiency FY2024 Grant Program
 - C. Authorization for the City Manager to Execute Two Easements for Public Improvements and Water Meter on Parcel A-1 and Lot 2, MetroPlace at Twinbrook
10. **Public Hearing - NONE**
11. **Action Items - 7:25 PM**
 - A. Introduction of an Ordinance Declaring 5,867 sq. ft. of Property Located at 301 Frederick Avenue to be No Longer Necessary for Public Use and Authorizing the Conveyance of Said Property to the 715 Douglass Avenue Property Owner for Nominal Consideration
12. **Worksession - 7:40 PM**
 - A. JEDI Strategic Plan Process and Approach
13. **Mock Agenda - 8:40 PM**
 - A. Mock Agenda
14. **Old / New Business - 8:45 PM**
15. **Adjournment - 9:00 PM**



MAYOR AND COUNCIL Meeting Date: March 2, 2026

Agenda Item Type: PROCLAMATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring March 8-14, 2026, as Multiple Sclerosis Awareness Week

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends Mayor and Council read, approve, and present proclamation to Dr. Sadhana Jackson, National Institutes of Health, National Institute of Neurological Disorders and Stroke, Surgical Neurology Branch.

Discussion

During Multiple Sclerosis Awareness Week, the National MS Society amplifies the voices of people living with MS. Together, we can raise awareness, create community, and stand up to this disease. The National MS Society will keep talking back to MS until we end MS for good.

Multiple sclerosis is a disease that causes breakdown of the protective covering of nerves. Multiple sclerosis can cause numbness, weakness, trouble walking, vision changes and other symptoms. It's also known as MS.

In MS, the immune system attacks the protective sheath that covers nerve fibers, known as myelin. This interrupts communication between the brain and the rest of the body. Eventually, the disease can cause permanent damage of the nerve fibers.

Symptoms of MS depend on the person, the location of damage in the nervous system and how bad the damage is to the nerve fibers. Some people lose the ability to walk on their own or move at all. Others may have long periods between attacks without any new symptoms, called remission. The course of the disease varies depending on the type of MS.

There's no cure for multiple sclerosis. However, there are treatments to help speed the recovery from attacks, modify the course of the disease and manage symptoms.

The theme for MS Awareness Week 2026 is **"MS Unseen,"** which aims to share stories from the MS community to reveal the many ways MS shows up, both visible and invisible. This year's

campaign will focus on the invisible aspects of MS, such as fatigue, pain, cognitive changes, and depression, which can significantly impact daily life for those affected. The campaign is part of a broader movement to raise awareness about multiple sclerosis and its impact on individual society.

For 2026, we'll be **challenging MS assumptions** and the harm they can cause. That's where you come in. We want to hear from people living with MS about their experiences of assumptions and judgements to shape our campaign.

Raise Awareness

Tackling the complex challenges of multiple sclerosis calls for a comprehensive approach. It takes one-to-one MS Navigator support, advocacy for systemic change and resources and information to help people with MS feel more in control and less alone. Together, we are providing all of this and making progress toward cures for MS. But we can always do more to spread the word, to share research results, and to empower people affected by MS to live their best lives. Although you can make a difference every day, MS Awareness Week and World MS Day are great ways to get involved and tell MS it ends with us!

Source: [Top-ranked Hospital in the Nation - Mayo Clinic](#)

Source: <https://www.nationalmssociety.org/>

Mayor and Council History

The Mayor and Council present this proclamation annually.

Public Notification and Engagement

World MS Day: May 30

World MS Day was initiated in 2009 by the [Multiple Sclerosis International Federation \(MSIF\)](#) and its global members, which include the National MS Society. It unites individuals and organizations from around the world to raise awareness and move us closer to a world free of MS. Together, we have reached hundreds of thousands of people around the world, with campaigns focusing on a different theme every few years. MSIF provides a toolkit of free resources to help everyone to take part in World MS Day. Anyone can use these tools or make their own. With them, you can shine a light on our efforts and create positive change in the lives of more than 2.8 million people around the world living with MS. **Visit worldmsday.org to learn more and get involved.**

Attachments

Proclamation Declaring March 8-14, 2026, as Multiple Sclerosis Week in Rockville, Maryland



WHEREAS, Multiple Sclerosis (MS) is a neurological disease of the central nervous system, affecting nearly 1 million people in the United States alone; and

WHEREAS, the theme for **Multiple Sclerosis Awareness Week 2026** is “**MS Unseen**,” and MS generally strikes people in the prime of life, between ages 20 and 50, and the cause of the often-debilitating symptoms of Multiple Sclerosis remains unknown, and no cure currently exists; and

WHEREAS, since 1946, the National Multiple Sclerosis Society has been a driving force of MS research, relentlessly pursuing prevention, treatments, and a cure, and has invested more than \$1 billion in groundbreaking research; and

WHEREAS, the National Multiple Sclerosis Society has been committed for 80 years to a world free of MS, heightening public knowledge about and insight into the disease; and

WHEREAS, funds raised through the National Multiple Sclerosis Society fuel nearly \$40 million invested in 123 new research projects at the best medical centers, universities, and other institutions throughout the U.S. and abroad, leading to many breakthroughs in the treatment of MS; and

WHEREAS, stopping MS in its tracks, restoring what has been lost, and ending MS forever is the mission of the National Multiple Sclerosis Society and one that all Americans should support; and

WHEREAS, the City of Rockville recognizes the importance of finding a cause and cure for MS and expresses its appreciation for the dedication that the National Multiple Sclerosis Society has shown toward creating a world free of MS.

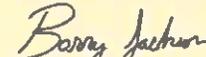
NOW, THEREFORE, the Mayor and Council do hereby proclaim and recognize **March 8-14, 2026**, as **Multiple Sclerosis Awareness Week**, and we encourage all Rockville residents to learn more about Multiple Sclerosis and what they can do to support individuals with the disease and their families.



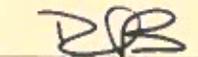

Monique Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Marissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

March 2, 2026



MAYOR AND COUNCIL Meeting Date: March 2, 2026
Agenda Item Type: PROCLAMATION
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring March 10, 2026, as Harriet Tubman Day in Rockville, Maryland

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends the Mayor and Council read, approve, and present the proclamation to Anita Powell, Chair, Rockville Historic District Commission.

Discussion

Harriet Tubman Day is an American holiday in honor of the anti-slavery activist Harriet Tubman, observed annually on March 10 in the states of New York and Maryland. Observances also occur locally around the U.S. After Juneteenth became a federal holiday, there are growing calls for this day to also be observed at the federal level.

The holiday was approved as Public Law 101-252 by the 101st Congress in a joint resolution on March 13, 1990. The law was considered and passed by the [U.S. Senate](#) on March 6, 1990, and then was considered and passed through the [U.S. House of Representatives](#) on March 7, 1990. U.S. President [George H. W. Bush](#) gave Proclamation 6107 on March 9, 1990, proclaiming the holiday.

History

Harriet Tubman was born as Araminta Ross to enslaved parents, Harriet Green and Benjamin Ross in Dorchester County, Maryland in 1822. She had eight brothers and sisters, which would soon change when three of her sisters were sold, never to be seen again. Tubman's drive for justice began early when, at the age of 12, she stepped in the way of an overseer throwing a two-pound metal weight at a slave who was attempting to escape. This blow to the head left Tubman with a lifetime of severe headaches and narcolepsy, causing her to fall into deep sleep at random times.

Even though slaves were not legally allowed to marry, she entered a marital union with John Tubman, a free black man, in 1844. She changed her last name from Ross to Tubman and took her mother's first name, Harriet. Upon hearing that her brother's Ben and Henry were to be sold, Tubman started to plan her escape. She managed to escape in 1849 with her two

brothers, although her husband refused to go with her. Tubman discovered the Underground Railroad system, established in the late eighteenth century by Black and White abolitionists, and used it to help her escape. After traveling this system for 90 miles, Tubman gained her freedom in Pennsylvania.

She found work as a housekeeper in Philadelphia but was not satisfied with that life. She wanted freedom not just for herself, but for her family, and for others who were enslaved. Tubman returned to the South to free her niece and her niece's children. Using the Underground Railroad, Tubman gained vast knowledge of transportation in the South and directly helped at least 70 enslaved people find freedom. The Fugitive Slave Act of 1850, which allowed fugitive and freed workers in the North to be captured and enslaved, encouraged slave owners to put a \$40,000 reward on Tubman's capture or death. This did not stop Tubman, and over the next 10 years, it is estimated that she helped emancipate 300 enslaved people with the help of abolitionists such as Frederick Douglass.

Harriet Tubman was believed to have said, ***"I would have freed more slaves if they knew they were slaves..."***

During the Civil War, Harriet Tubman was recruited at Fort Monroe, where she worked as a nurse, cook, and laundress, all while assisting fugitive enslaved people and helping treat the sick. Later in the war, she became head of an espionage and scout network for the Union Army, providing intelligence to Union commanders about Confederate Army supply routes.

In 1990, the United States Congress enacted Harriet Tubman Day as a national holiday to celebrate all the heroic work she accomplished in her life. George Bush Sr. proclaimed the holiday on March 9, 1990, and the national day of observance was set for March 10 in respect to Harriet Tubman's date of death. Here in Rockville, we encourage everyone to observe this day and to help everyone around us to understand the significance of Harriet Tubman's service and life to American history.

Mayor and Council History

The Mayor and Council present the Harriet Tubman proclamation annually.

Public Notification and Engagement

Each year, on March 10, Harriet Tubman Day, we in The Harriet Tubman Department of Women, Gender, and Sexuality Studies, at the University of Maryland, College Park, sound the call to gather.

Harriet Tubman Day Commemoration 2026 - An All-Day Event on Tuesday, March 10, 2026, in the Adele H. Stamp Student Union Atrium.

The Harriet Tubman Museum and Education Center
424 Race Street, Cambridge, Maryland 21613

Goal of the Center:

“It is our goal to preserve and celebrate the historical legacy of Harriet Tubman and other influential African Americans from Maryland's Eastern Shore. We invite you to visit our museum and experience the rich history and inspiring stories that shaped our nation. Through exhibits, films, educational programs, and engaging events, you'll gain a deeper understanding of the profound impact these individuals had on the fight for freedom and equality. We also offer historical tours. You do not have to book a tour in order to visit the museum, but we still highly recommend them! Come explore the journeys of courage and resilience that continue to inspire us today. “

Hours of Operation: Thursday and Friday – 12: 00 PM – 3:00 PM Saturday 12:00 PM – 4:00 PM
Sunday by Appointment

Attachments

Proclamation Declaring March 10, 2026, as Harriet Tubman Day in Rockville, Maryland



WHEREAS, Harriet Tubman (born Araminta Ross) was born around 1822 on a plantation in Dorchester County, Maryland, and she had eight brothers and sisters, but the realities of slavery eventually forced the family apart; and

WHEREAS, while enslaved in Dorchester County, Maryland, Harriet was beaten and whipped by various masters as a child and suffered emotional and physical scars, and carried the effects throughout her life; and

WHEREAS, in 1849, Harriet Tubman escaped to Philadelphia, and then returned to Maryland to rescue her family soon after, slowly, one group at a time, she brought relatives out of the state and eventually guided other enslaved people to freedom, utilizing the Underground Railroad; and

WHEREAS, traveling by night and in extreme secrecy, Tubman (or "*Moses*", as she was called) "never lost a passenger," and after the Fugitive Slave act of 1850 was passed, she helped guide fugitives farther north into (Canada) and helped newly freed enslaved people to find work. Harriet Tubman met John Brown in 1858, and helped him plan and recruit supporters for his 1859 Raid on Harpers Ferry; and

WHEREAS, when the Civil War began, Harriet Tubman worked for the Union Army as a cook and a nurse, and then as an armed scout and a spy, as well as being the first woman to lead an armed expedition in the war; and

WHEREAS, after the Civil War, Harriet Tubman retired to the family home on property she had purchased in 1859, in Auburn, New York, where she cared for her aging parents; and

WHEREAS, Harriet Tubman was active in the women's suffrage movement until illness overtook her, and she had to be admitted to a home for elderly African Americans that she had helped to establish years earlier; and

WHEREAS, Harriet Tubman became an icon of courage, resilience, determination, and freedom, and on March 9, 1990, President George Bush Sr. proclaimed March 10 as a national holiday to honor her on her birthday.

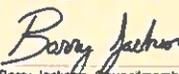
NOW, THEREFORE, the Mayor and Council, of the City of Rockville, Maryland, do hereby proclaim **March 10, 2026**, as **Harriet Tubman Day** and call upon the people of Rockville to observe this day and help our families, friends, neighbors, co-workers, and leaders to understand the value of Harriet Tubman's service and life to Maryland and to America.

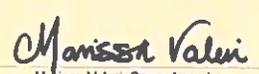



Minique Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Mahissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

March 2, 2026



MAYOR AND COUNCIL Meeting Date: March 2, 2026

Agenda Item Type: PROCLAMATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring March 29, 2026, as National Vietnam War Veterans Day in Rockville, Maryland

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends the Mayor and Council read, approve, and present the proclamation to Levelle Ferrell, Chief Warrant Officer, US Army (Vietnam Veteran), and James Crampton, US Army (Vietnam Veteran, American Legion Post 86.

Discussion

Declared in 2017 when President Donald Trump signed it into law, National Vietnam War Veterans Day was created to pay tribute and commemorate the sacrifices of veterans who served in the Vietnam War and their families. March 29th was designated as this day of observance as it was this day in 1973 that the United States Military Assistance Command in Vietnam was disestablished, and the last of the U.S troops departed Vietnam, and prisoners were freed.

The Vietnam War was one of the longest-running wars in history, involving America. The war took the lives of over three million people during its 20-year span from 1955 to 1975. This national commemoration was authorized to honor all who served in-country, in-theater, or were stationed elsewhere during the Vietnam War period. Congress outlined five objectives that would highlight this commemoration: to thank and honor Vietnam veterans and their families, highlight the services of our Armed Forces and support organizations during the war, pay tribute to wartime contributions at home by American citizens, highlight technology/science/medical advancements made during the war, and recognize contributions by our allies.

When acknowledging their contributions to the country, it is also important to understand that it wasn't the soldiers' choice to go to war. U.S. Senators Pat Toomey and Joe Donnelly introduced the legislation proposing the anniversary of the withdrawal of military units from South Vietnam as the date. Here in the City of Rockville, we encourage everyone to honor all veterans in our community and to thank them for their service.

Mayor and Council History

Mayor and Council present this proclamation annually .

Attachments

Proclamation Declaring March 29, 2026, as Vietnam War Veterans Day in Rockville, Maryland



WHEREAS, the Vietnam War was one of the most brutal wars. Over three million people were killed during the 20 years it went on, and National Vietnam War Veterans Day was created to honor all the men and women who fought and served during its time; and

WHEREAS, the Vietnam War had a long history. It was one of the longest wars involving America, as it started in 1955 and went on until 1975; and

WHEREAS, understanding that it wasn't the soldiers' choice to go to war, U.S. Senators Pat Toomey, R-Pa., and Joe Donnelly, D-Ind., introduced the legislation proposing the anniversary of the withdrawal of military units from South Vietnam as the date; and

WHEREAS, National Vietnam War Veterans Day is acknowledged on March 29 every year, honoring anyone who served during its 20-year timespan, and the day was founded in 2017 to finally offer respect to everyone involved; since respect and combat support weren't immediately given to those who served after the war ended due to the number of deaths; and

WHEREAS, we honor those who fought, in all branches of the Armed Forces, and the support organizations during the war; the wartime contributions at home; the advancements in technology, science, and medicine; and the contributions by American allies.

NOW, THEREFORE, the Mayor and Council of the City of Rockville, Maryland, do hereby proclaim **March 29, 2026**, as **Vietnam War Veterans Day** in the City, and encourage all community members to honor all war veterans and to thank them for their service.




Monique Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Marissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

March 2, 2026



MAYOR AND COUNCIL Meeting Date: March 2, 2026
Agenda Item Type: PROCLAMATION
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: DANNY WINBORNE

Subject

Proclamation Declaring March 2026, as Women's History Month

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends Mayor and Council read, approve, and present the proclamation to Sheena Foster, Chair of the Montgomery County Commission for Women, and President and CEO of the Montgomery County-based Crittenton Services of Greater Washington.

Discussion

Women's History Month is celebrated every March. It offers the chance to learn about and celebrate the contributions of women today and throughout history.

The theme for Women's History Month in 2026 is "Leading the Change: Women Shaping a Sustainable Future." This theme emphasizes the vital role women play in addressing global challenges such as climate change, economic inequality, and social justice. It highlights women's contributions across various fields, including:

- **Environmental Sustainability:** Women leading efforts to protect the planet.
- **Financial Sustainability:** Women creating equitable economic systems.
- **Social Justice:** Leaders building resilient and inclusive communities.
- **Education:** Educators ensuring knowledge is passed down to future generations.
- **Leadership:** Mentors preparing the next wave of changemakers.

This theme aims to inspire individuals and organizations to recognize and support women's leadership in creating sustainable solutions. It encourages collaboration across generations and disciplines to foster a more equitable and just future.

During March, various events and activities will take place to honor women's contributions and promote awareness of their roles in shaping a sustainable future. Engaging in educational initiatives, supporting women-led businesses, and participating in community events are ways to celebrate this month.

“The National Women’s History Alliance (NWHHA) proudly established March as National Women’s History Month, ensuring diverse women’s voices and contributions are recognized and celebrated. Since 1980, when NWHHA (then the National Women’s History Project) successfully advocated for the recognition of Women’s History Week, we have been amplifying the stories of all women who shaped history. In 1981, Congress passed a resolution officially establishing the week, with President Jimmy Carter issuing a proclamation. By 1987, NWHHA’s continued efforts led Congress to expand the recognition to the entire month of March, creating the National Women’s History Month we honor today.

As we reflect on our roots, we invite you to join us in supporting, protecting, and amplifying diverse voices in history - ensuring that women’s history remains visible, valued, and celebrated for all generations. The National Women’s History Alliance (NWHHA) remains committed to supporting all those who bring history and honor the stories of women to life - whether in classrooms, boardrooms, libraries, community spaces or in living rooms. As we release this statement on February 1st, we honor the beginning of Black History Month - a time to reflect on the profound contributions Black individuals and cultures have made to history and progress. We stand in solidarity with the celebration of Black voices and stories as an essential part of the broader movement to recognize diverse histories and legacies.

Since 1980, our work has impacted millions of students, educators, and communities through resources, advocacy, and storytelling. From providing history toolkits and expert speakers to publishing our annual Women’s History Magazine, we ensure women’s history remains central to our national narrative.

Educators and storytellers play a vital role in preserving women’s accomplishments. We support them with curriculum-aligned toolkits, engaging lesson plans, and impactful resources, partnering with schools, organizations, and institutions to deepen understanding of the essential roles women have played in shaping our world.

As we celebrate Women’s History Month 2026 with the theme, “Leading the Change: Women Shaping a Sustainable Future,” we will continue to advocate, educate, and build a more inclusive future.”

Source: [Home - National Women's History Alliance](#)

Mayor and Council History

The Mayor and Council present this proclamation annually.

Attachments

Proclamation Declaring March 2026, as Women's History Month in Rockville, Maryland



WHEREAS, women of various backgrounds have been leaders in movements that include the fight for emancipation, women's suffrage, civil rights, and peace; and

WHEREAS, women have contributed to the arts, sciences, the military, medical fields, teaching, and politics, while in many cases maintaining the balance between womanhood and employment; and

WHEREAS, women have played and continue to play a critical economic, cultural, and social role in every sphere of life locally, nationally, and worldwide by constituting a significant portion of the labor force, and the **2026 theme for Women's History Month is "Women Shaping a Sustainable Future;"** and

WHEREAS, the list of women's contributions travel a timeline that includes, but is not limited to: Susan B. Anthony, for her prominent role in the Women's Suffrage Movement; Madam CJ Walker, first self-made woman millionaire entrepreneur; Shirley Chisholm, first Black woman elected to the US Congress; Sally Ride, first female NASA astronaut; Madeleine Albright, first Female US Secretary of State; Jen Welter, first female NFL Coach; Kamala Harris, first woman US Vice President; Kathleen Kennedy Townsend, First Woman Lieutenant Governor of Maryland; Ilhan Omar and Rashida Tlaib, the first Muslim women elected to Congress; Greta Thunberg, the youngest person ever to be Time Magazine's Person of the Year; Deb Haaland, the first Native American woman to be elected to Congress and serve in a Presidential Cabinet; Rachel Levine, the highest-ranking openly transgender government official; Ketanji Brown Jackson, the first Black woman Supreme Court Justice; Haben Girma, first deafblind graduate of Harvard Law School; Amanda Gorman, first national youth poet laureate; Dr. Kizzmekia S. Corbet, American immunologist who assisted in developing the COVID-19 vaccine; Viola D. Hovsepian, the first woman Mayor of the City of Rockville; and Monique Ashton, the first BIPOC (Black, Indigenous, People of Color) female mayor of the City of Rockville; and

WHEREAS, women impact the United States of America, the State of Maryland, and the City of Rockville by holding leadership roles in government, non-profit organizations, and private industry; and

WHEREAS, despite these contributions, the role of women in history has been consistently overlooked and undervalued in the fiber of American history; and

WHEREAS, women continue to work to break barriers and stereotypes that keep them from successfully rising to the top of organizations and achieving the highest pay scale.

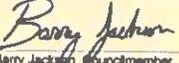
NOW, THEREFORE, the Mayor and Council of the City of Rockville do hereby proclaim **March 2026 as Women's History Month** and urge everyone to honor and celebrate the women in their lives.

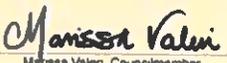



Monique Ashton, Mayor

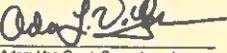

Kate Fultz, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Marissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

March 2, 2026



MAYOR AND COUNCIL Meeting Date: March 2, 2026
Agenda Item Type: PRESENTATION
Department: PW - TRAFFIC & TRANSPORTATION
Responsible Staff: BRYAN BARNETT-WOODS

Subject

Bi-Annual Vision Zero Update

Department

PW - Traffic & Transportation

Recommendation

Staff recommends the Mayor and Council receive a progress update briefing on the implementation of the City's Vision Zero Action Plan, Pedestrian Master Plan, and Bikeway Master Plan.

Discussion

This Vision Zero biannual report provides an update for progress made on Vision Zero action items between July 1, 2025, and December 31, 2025. This report also includes a progress update for implementing the city's Bikeway Master Plan and Pedestrian Master Plan. City staff continues to advance on-going action items, such as evaluating, designing, and constructing sidewalks, assessing and improving intersections, building out the city's bicycle network, and calming traffic. Additionally, city staff continues to engage with the community, participate in public events, identify new projects, and coordinates with other agencies. This report includes an overall summary of the city's Vision Zero efforts. The status of each Vision Zero Action item is provided in the Vision Zero Progress Report (Attachment 1). Additionally, a map of ongoing and recently completed Vision Zero projects (Attachment 2) and the presentation to facilitate the discussion with the Mayor and Council (Attachment 3) are included.

Vision Zero Action Plan

The Vision Zero Action Plan was adopted by the Mayor and Council in July 2020. It includes 30 action items organized into four categories – Engineering, Education, Enforcement, and Policy – to eliminate all serious injury and fatal crashes by 2030. Updates for all action items are included in the Vision Zero Action Item Progress Report.

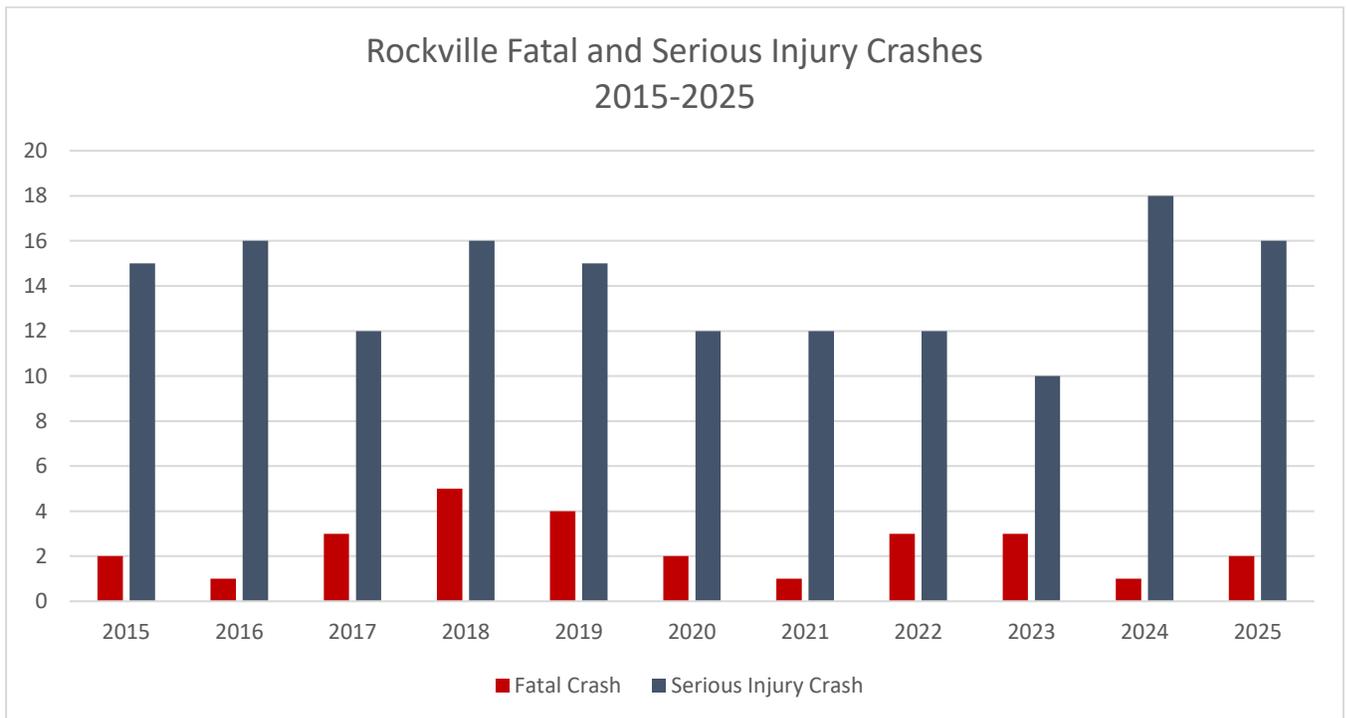
2025 Serious Injury and Fatal Crashes

In 2025, there were fifteen serious injury crashes and two fatal crashes in Rockville. All crashes involved at least one motorist; both fatal crashes involved a pedestrian. One fatal crash took place on Frederick Road (MD 355) near Watkins Pond Boulevard, and the second fatal crash occurred on E. Jefferson Street at Rollins Avenue. The latter crash was originally reported as a

serious injury crash and the victim later died from their injuries. Among the serious injury crashes, eight involved pedestrians and motorists, and the remaining involved only motorists. There were no fatal or serious injury crashes involving bicyclists.

Eight of the serious injury and fatal crashes occurred on state-owned roadways; six crashes occurred on city-owned roadways, and four crashes occurred in parking lots.

The following chart shows the number of fatal and serious injury crashes in Rockville per year since 2015. On average, there are 2 fatal crashes each year, and 14 serious injury crashes each year.



In 2025, there were 868 crashes of all severities within Rockville. In 2024, there were 887 crashes. On average, between 2015 and 2025, there were 893 crashes per year.

The Rockville City Police Department tracks the number of speed and redlight citations each year. Between 2024 and 2025, there has been a 38% increase in the number of speed citations issued. Conversely, there has been a reduction of 2% in the number of red-light citations issued.

High Injury Network

The city's High Injury Network (HIN) includes five roadways in the city, all of which are owned by the state. A HIN segment is a roadway segment that has experienced four or more serious injuries or fatal crashes within a five-year period. This HIN uses crash data from January 21, 2020, to December 31, 2024.

City of Rockville – High Injury Network

Road	From	To	# Serious Injury/Fatal Crashes
Rockville Pike (MD 355) *	Church Street	Twinbrook Parkway	5/4
Frederick Road (MD 355)	George Thomas Road	Watkins Pond Boulevard	5/0
Norbeck Road (MD 28)	Avery Road	First Street	5/0
Veirs Mill Road (MD 586)	Atlantic Avenue	First Street	4/1
W Montgomery Avenue (MD 28)	Mannakee Street	Hurley Avenue	3/1

* There have been serious injury crashes along the service roads parallel to Rockville Pike and in the abutting parking lots. These crashes are not included in the HIN total.

This year, one fatal crash occurred on an HIN segment (Frederick Road), and three serious injury crashes occurred on HIN segments (two on Rockville Pike and one on Veirs Mill Road).

Vision Zero Projects

Vision Zero projects include a variety of transportation safety projects and programs. The Vision Zero projects map shows the location of infrastructure projects in Rockville, which are also summarized in the table below. The projects on the map - and listed below - have been recently completed or are ongoing.

Project Type	West of I-270	Between I-270 and MD 355	East of MD 355
Bicycle Facilities	0	3	0
Complete Streets	2	5	2
Sidewalks	0	4	10
Intersection Safety Audits*	2	14	14
Signal Upgrades	2	4	1
Traffic Calming / Crosswalks	4	3	3
Pedestrian Bridge	0	0	1
Bicycle Fix It Rack	2	1	1
Total	12	34	32

*There are 14 intersection safety audits along MD 355, split equally between “Between I-270 and MD 355” and “East of MD 355.”

The Vision Zero crash analysis evaluates locations in Rockville where crashes have occurred, which influences the selection of intersections and roadway segments for Vision Zero projects. Additionally, the Sidewalk Prioritization Policy identifies roadways with missing sidewalk segments and the priority with which they should be evaluated and constructed, if feasible.

Other project locations are influenced by funding sources, which can require a project to be located near mass transit, in certain designated areas, or in activity centers.

Outreach

Staff continues to make themselves available to attend community group meetings to discuss the Vision Zero program. Residents can request staff attend a regularly scheduled community association meeting by emailing the Traffic and Transportation Division. This opportunity is also listed on the city's Vision Zero webpage. If a group is not part of a formal neighborhood or civic association, they may also request a Vision Zero presentation and staff will coordinate with nearby recreation centers or other facilities to host the meeting.

City staff also provides updates related to the Vision Zero program to the Rockville Transportation and Mobility Commission (TMC), the Rockville Pedestrian Advocacy Committee (RPAC), and the Rockville Bicycle Advisory Committee (RBAC) during their regularly scheduled monthly meetings, which are open to the public.

Department of Public Works (DPW) staff helped facilitate the Walktober activities with RPAC in October. This included a community walk and a candlelight vigil for the remembrance of traffic crash victims. City staff also attended the Rockville City Police Department Open House and the Rockville Family Biking Festival, in August and September, respectively. At both events, staff set up at table and shared updates regarding ongoing transportation projects, potential routes for walking, rolling, and bicycling, and responded to community questions.

Between July 1, 2025, and December 31, 2025, the Communications and Community Engagement Division shared 58 social media posts related to Vision Zero. The posts featured Vision Zero-related safety tips, projects and funding, and amplified Montgomery County Department of Transportation and Washington Metropolitan Area Transit Authority (Metro) events, surveys and outreach.

This included 18 X (formerly Twitter) posts, 28 Facebook posts and 12 Instagram posts. These 58 posts averaged 1,213 views per post.

The city's Vision Zero program is highlighted on the Vision Zero projects webpage (rockvillemd.gov/projects/vision-zero). Between July 1 and Dec. 31, 2025, that page received 618 views.

Additionally, Vision Zero- and transportation-related content appeared in multiple news articles on rockvillemd.gov during this time period. Individual pageviews were as follows:

- Street Improvements and Summer Study for Rockville's Vision Zero: 235 views.
- Summer Successes for Vision Zero Improvements: 4 views.
- Defending Against the Dangers of Less Daylight: Tips for Driving, Biking and Walking: 87 views.
- Results Rockville Expands With New Dashboards to Track Progress on Major Initiatives: 5 views.
- Mayor and Council Set 2026 State Legislative Priorities: 21 views.
- Fall Events Highlight Walking, Biking and Rolling 'Round Rockville: 35 views.
- Demonstration to Help City Consider Parking Lanes on Redland Boulevard: 880 views.

- Mayor and Council Approve New Affordable Housing at 41 Maryland Ave.: 637 views.
- Tricks for Making Halloween a Treat: 212 views.
- Events to Get You Walking, Biking and Rolling 'Round Rockville This Month: 86 views.

Combined, these 10 Vision Zero-related news articles received 2,202 views between July 1, 2025, and December 31, 2025. In total, the Vision Zero projects webpage and related news articles received 2,820 views during this period. The print edition of "Rockville Reports" is mailed to nearly 32,000 residential and business addresses across the city.

Grants

City staff regularly applies for grants at the regional, state, and federal levels to supplement the existing city budget for Vision Zero activities. The table below lists the grant status for various ongoing multimodal transportation projects.

Program	Project	Amount Awarded
FY 20 Transportation Alternatives Program	N. Stonestreet Avenue Corridor Complete Streets Design	\$280,000
FY 23 Active Transportation Infrastructure Investment Program	Maryvale Park to Redgate Park Shared Use Path Study and Design	\$216,000
FY 23 Neighborhood Access and Equity (Reconnecting Communities)	Twinbrook Pedestrian and Bicycle Bridge Feasibility Study and Cost Benefit Analysis	\$284,000
FY 23 Safe Streets and Roads for All	Vision Zero Intersection Safety Audits	\$320,000
FY 24 Kim Lamphier Maryland Bikeways Network Program	E. Jefferson Street and Halpine Road Bicycle Facility Study and Design	\$88,000
FY 24 Transportation Alternatives	Fleet and Monroe Shared Use Path Design	\$224,000
FY 23-26 Maryland Transportation Department Carbon Reduction Program	Twinbrook Area Bikeshare Stations	\$371,200
FY 25 Transportation Alternatives	Scott-Veirs Drive Shared Use Path Design	\$200,000
FY 26 MWCOG Regional Roadway Safety Program	Rollins Avenue Complete Streets Study	\$80,000
*FY 23-26 Maryland Transportation Department Carbon Reduction Program	Research Boulevard Shared Use Path Study and Design	\$240,000
*FY 26 MWCOG Transit Within Reach	Twinbrook Station Bicycle Facility Designs	\$80,000
Total Awarded	Ongoing Grant Funded Projects	\$ 2,383,200

* Grant awarded between July 1 and December 31, 2025.

The fiscal year listed for the above grant programs represents the fiscal year of the funding from the grantor and does not necessarily reflect when the project was added to the City’s capital improvement program or when staff began work on the project.

Staff also collaborated with the Maryland Transit Administration to apply for an FY 24-25 Federal State Partnership for Intercity Passenger Rail. The proposed project is to study and prepare preliminary designs for an enhanced pedestrian bridge and train hall at Rockville Station along with other accessibility and service improvements for the Brunswick MARC line. Lastly, staff submitted a grant application to the Maryland Highway Safety Office for the purchase of safety devices and safety education materials to share with Rockville students and residents. City staff will continue to seek external funding to leverage existing resources and advance the Vision Zero program.

Bikeway Master Plan

The Bikeway Master Plan was approved in April 2017. The plan highlights bicycle-related policies and proposes different bicycle facilities throughout the city to improve bicycling for riders of all ages and abilities. While this plan does not include specific “action items” like the Vision Zero Action Plan or Pedestrian Master Plan, it provides recommendations for bicycle facilities in Rockville.

City staff continues to implement the recommended facilities from the Bikeway Master Plan and seeks grants or other external funding opportunities to help advance bicycle projects. While many shared roadway projects require only signage or pavement markings, bicycle lanes, shared-use paths, and cycle tracks (also known as separated or protected bicycle lanes) often require comprehensive feasibility studies, repurposing a motor vehicle travel lane, and detailed engineering designs before construction can be carried out.

The following table includes the total distance of recommended bicycle facilities, and the percentage of facilities constructed since plan adoption.

Facility Type	Constructed (miles)	Total Recommended (miles)	Percentage Complete
Bicycle Lanes	1.75	8.53	20.52%
Shared Roadways	6.69	17.34	38.58%
Climbing Lanes	0.37	2.77	13.36%
Shared-Use Paths	1.33	5.40	24.63%
Cycle Tracks	0.77	5.98	12.88%
Total	10.91	40.02	27.26%

There are five bicycle facilities that are expected to be constructed in 2026. On Mannakee Street, shared roadways will be installed between W. Montgomery Avenue and Bradford Drive,

and buffered bicycle lanes between Bradford Drive and Hungerford Drive (MD 355). On Congressional Lane, shared roadways will be installed between Rollins Avenue and E. Jefferson Street, and buffered bicycle lanes between E. Jefferson Street and Rockville Pike (MD 355). On E. Jefferson Street, shared roadways are planned to be installed between Rollins Avenue and Congressional Lane. On Halpine Road, separated bicycle lanes are planned to be installed between E. Jefferson Street and Rockville Pike (MD 355). Lastly, new bicycle lanes and shared roadway markings are expected to be installed on Martins Lane in FY 2027.

Fleet Street and Monroe Street Complete Street

The Fleet Street and Monroe Street Complete Street project consists of preparing an engineering design for bicycle facilities along Fleet Street between Maryland Avenue and Richard Montgomery High School and along Monroe Street between Fleet Street and E. Middle Lane. City staff has selected a consultant, and this project will kick off this spring.

Bicycle Fix It Racks

Staff procured four bicycle fix-it racks and coordinated with Recreation and Parks Department staff to install the new racks. They were installed in December 2025, and city staff has received positive comments related to them.

Bikeshare

The city was awarded \$371,200 from the Maryland Department of Transportation Carbon Reduction Program to procure, install, and maintain four new bikeshare stations in the Twinbrook neighborhood. Currently, city staff is coordinating with Maryland Department of Transportation State Highway Administration (MDOT SHA) to finalize a grant agreement, and to prepare an agreement with Montgomery County Department of Transportation (MCDOT) to incorporate these stations into the county's bikeshare program. This process has taken longer than anticipated because of clarifications required in the agreement between the city and MDOT SHA.

Pedestrian Master Plan

The Pedestrian Master Plan was adopted in October 2023 and was developed over the course of two years with input from the Rockville Pedestrian Advocacy Committee, the Rockville Bicycle Advisory Committee, and the Transportation and Mobility Commission. This plan emphasizes the need to improve existing infrastructure and refine policies so that the needs of pedestrians are better considered while building transportation infrastructure in Rockville. Similar to the Vision Zero Action Plan, the Pedestrian Master Plan includes action items for city staff. Progress has been made on the following action items.

Action Item 4a – Pedestrian Intersection Audits

DPW staff regularly conduct intersection safety audits in response to resident submitted concerns as well as part of ongoing complete street studies, shared use path designs, and other capital improvement projects.

The following three intersections were reviewed in response to residents submitted concerns and after evaluation, traffic calming improvements were implemented:

- Twinbrook Parkway and Meadow Hall Drive
- Wootton Parkway and Long Hill Drive
- Wootton Parkway and Glen Mill Road

The following two intersections were audited as part of the Twinbrook Safe Routes to School and Transit Access study and constructed improvements were completed in December 2025.

- Ardennes Avenue and Wainwright Avenue
- Lemay Road and Ridgway Avenue

The following signalized intersections are part of an ongoing capital improvement project to upgrade signal facilities. Upgrades include replacing traffic signal cabinets, accessible pedestrian signal (APS) pushbuttons, signs, signal heads, detection cameras, poles, and other related equipment. The design of this project is almost complete and the construction is scheduled for FY 2027.

- E. Gude Drive and Rothgeb Drive
- E. Jefferson Street and Halpine Road
- Seven Locks Road and Fortune Terrace
- W. Montgomery Avenue and N. Washington Street
- W. Gude Drive and Gaither Road
- W. Gude Drive and Research Boulevard
- Wootton Parkway and W. Edmonston Drive

Action Item 5a – Sidewalks on Both Sides

DPW continues to implement the sidewalk evaluation, design, and construction program. The following sidewalks were constructed between July 1 and December 31, 2025.

- Brooke Drive, between Lewis Avenue and Stanley Avenue
- Crawford Drive, between Gail Avenue and Hillcrest Park
- Gail Avenue, between Lewis Avenue and Veirs Mill Road
- Potomac Valley Road between Maryland Avenue and New Mark Esplanade
- Welsh Park Drive, between Mannakee Street and Welsh Park entrance

This is approximately 2,900 linear feet of new sidewalk. The following sidewalk segments are currently under design.

- Carr Avenue between Lockett Street and Forest Avenue
- Charles Street between McArthur Drive and Park Road
- Frederick Avenue between N. Stonestreet Avenue and Westmore Avenue
- Highland Avenue between S. Stonestreet Avenue and Grandin Avenue
- Nelson Street between Beall Avenue and shopping center

Action Item 5b – Sidewalk Gap Inventory

In concern with updating the Sidewalk Prioritization Policy, staff is preparing an inventory of all sidewalk gaps in the city. This inventory evaluates the potential obstacles to constructing a sidewalk segment, including grading, right-of-way availability, presence of street trees, possible utility conflicts, and drainage. This will help staff determine the level of effort and investment expected for constructing a sidewalk. The inventory will work in tandem with prioritization to help the city determine sidewalk gaps to construct. Currently, 150 sidewalk gaps have been reviewed and 187 sidewalk gaps remaining.

Action Item 5h – Existing Sidewalk Inventory and Improvements

As part of DPW's ongoing asphalt and concrete maintained and reconstruction program, city staff evaluates whether the sidewalks along roadways meet ADA accessibility standards. When the parallel roadway is resurfaced, the city will make the necessary modifications to the sidewalk to ensure accessibility. This includes rebuilding curb ramps and driveway aprons along those sidewalks.

Between July 1 and December 31, 2025, the city made the following improvements to existing sidewalks.

- 322 rebuilt driveway aprons
- 99 rebuilt curb cuts

Action Item 6a – New Shared Use Paths

The Pedestrian Master Plan includes 25 potential shared use path alignments for city staff to evaluate to determine if they can feasibly be constructed before advancing them to a design or construction phase.

There are two shared use path alignments which received grant funding to evaluate and to prepare a preliminary design.

- Research Boulevard, between Shady Grove Road and W. Montgomery Avenue (MD 28)
- Maryvale Park to Redgate Park, along First Street from Norbeck Road (MD 28) to Taft Street and along Taft Street from First Street to 6 Taft Court.

These projects have been awarded funding and city staff is coordinating with MDOT and Federal Highway Administration (FHWA) to prepare grant agreements.

Currently, staff is working to start the design of a shared use path along Veirs Drive and Scott Drive, between Glen Mill Road and Wootton Parkway. This path will connect the Carl Henn Millennium Trail with the city boundary.

Staff is also working on the design of the Stonestreet Corridor Improvements project to provide pedestrian, bicycle, and motor vehicle facilities along N. Stonestreet Avenue from Lincoln Avenue to Park Road and along Park Road between N. and S. Stonestreet Avenues. The project

includes complete sidewalks on both sides of N. Stonestreet Avenue. The survey work is nearly complete, and the design work is almost at 30%. The draft design will be shared with the public for their comments in late spring.

Action Item 8b – Crosswalk Implementation

Using the updated Crosswalk Guidelines, city staff evaluate crosswalk requests from residents and members of the public. Between July 1 and December 31, 2025, the city has installed six new crosswalks at the following locations.

- Crabb Avenue at Longwood Drive
- Frederick Avenue at Moore Drive
- First Street and Lynn Court
- Greenplace Terrace at Fallsmead Elementary School
- S. Fallsmead Way at Horizon Hill Park
- W. Edmonston Drive at Ritchie Parkway

Mayor and Council History

In 2017, the Mayor and Council adopted an update to the Bikeway Master Plan. This plan was originally adopted in 1998 and updated again in 2004.

In 2018, the Mayor and Council adopted a resolution endorsing Vision Zero and adopted a goal of moving the city towards zero traffic deaths and serious injuries by 2030. In July 2020, the Mayor and Council adopted the Vision Zero Action Plan.

In 2023, the Mayor and Council adopted the Pedestrian Master Plan, which is the first pedestrian plan for the city.

The Mayor and Council last received a briefing on the progress of all three plans in September 2025.

Next Steps

Department of Public Works staff will continue to implement the listed action items from the Vision Zero Action Plan, Bikeway Master Plan, and Pedestrian Master Plan. Staff will provide the next update on all three plans in September 2026.

Attachments

Attachment 1 - Vision Zero Action Item Progress Report -03-02-2026, Attachment 2 - Vision Zero Projects Map - 03-2026, Attachment 3 - Vision Zero Presentation



Action Item Progress Report

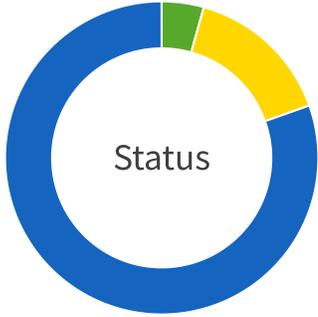
Vision Zero Action Plan

Reporting Period: July 1 - December 31, 2025

Report Created On: Feb 16, 2026

4 Action Area	30 Action Item	46 Objective
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Overall Summary



	%
On-Schedule	4
Ongoing	15
Completed	80



Report Legend



Priority



No Update



Overdue

Action Area 1 Progress 93%

Action Area 1 - Engineering: Engineering focuses on the design, planning, and construction of transportation infrastructure with a safe systems approach, ensuring severe injuries and fatalities are not the result of human error.

	%	#
On-Schedule	11	2
Ongoing	26	5
Completed	63	12

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Action Item: 9

Objective: 19

Action Item 1.1 Progress 100%

Plan Action 1 - Crash Analysis / Predictive Analysis: Undertake a detailed, citywide crash study to provide a comprehensive understanding of traffic crash causes, contributing factors, locations, and roadway characteristics. This study should identify the High Injury Network (HIN) as well as prioritize projects and provide the foundation for future Vision Zero initiatives.

	%	#
Completed	100	2

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 1.1.1

Completed Progress 100%

Complete the crash analysis and identify areas in the HIN.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 11, 2026 16:47:41

The city's High Injury Network (HIN) includes five roadways in the city, all of which are state owned and maintained. An HIN segment is a roadway segment that has experienced four or more serious injury or fatal crashes within the five-year period. This HIN uses crash data from January 21, 2020 to December 31, 2024.

There are five roadway segments in the updated HIN.

- Rockville Pike (MD 355), 5 Serious Injury, & 4 Fatal Crashes
- Frederick Road (MD 355), 5 Serious Injury, & 0 Fatal Crashes
- Norbeck Road (MD 28), 5 Serious Injury, & 0 Fatal Crashes
- Veirs Mill Road (MD 586), 4 Serious Injury, & 1 Fatal Crashes
- W. Montgomery Avenue (MD 28), 3 Serious Injury, & 1 Fatal Crash

All five segments are along state-owned and maintained roadways.

In 2025, there were fifteen serious injury crashes and two fatal crashes in Rockville. All crashes involved at least one motorist; both fatal crashes involved a pedestrian. One fatal crash took place on Frederick Road (MD 355) near Watkins Pond Boulevard. The second fatal crash occurred on E. Jefferson Street at Rollins Avenue; this crash was originally reported as a serious injury crash and the victim later died from their injuries. Among the serious injury crashes, eight involved pedestrians and motorists, the remaining involved only motorists. There were no fatal or serious injury crashes involving bicyclists.

Eight of the serious injury and fatal crashes occurred on state-owned and maintained roadways; six crashes occurred on city-owned and maintained roadways, and four crashes occurred in parking lots.

In 2025, there were 868 crashes of all severities within Rockville. Last year, there were 887 crashes. On average, between 2015 and 2025, there are 893 crashes per year.

Objective 1.1.2

Completed Progress 100%

Identify projects to improve safety at areas in the HIN. Identify number of prioritized projects following the results of the crash analysis.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Aug 14, 2025 14:46:25

Transportation staff uses the results from the "Vision Zero Crash Data Analysis" to identify priority roadway safety projects. Additionally, the Sidewalk Prioritization Policy identifies roadways with missing sidewalk segments and the priority with which they should be evaluated and constructed, if feasible. Other project locations are influenced by funding sources, which can require projects be in equity emphasis areas or near mass transit.

Vision Zero projects include intersection evaluations, traffic calming projects, studying and building new sidewalks, and evaluating and installing new bicycle facilities.

Action Item 1.2 Progress 98%

Plan Action 2 - Update City Road Design Standards: Review, revise, and develop roadway design standards and complete street guidelines utilizing road code and leading practices from groups such as National Association of City Transportation Officials (NACTO), Institute of Transportation Engineers (ITE), and American Association of State Highway Transportation Officials (AASHTO) for various rights-of-way within the city. The review should prioritize reducing opportunities for high-speed collisions through physical separation, reducing motor vehicle speeds where separation cannot be achieved, and developing proper environmental countermeasures for all new and retrofitted right-of-way within the city.

	%	#
Ongoing	50	1
Completed	50	1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 1.2.1

Completed Progress 100%

Complete the review of the city's existing road design standards.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Dec 31, 2023 05:00:01

Staff has reviewed the city's existing road design standards and has identified which standards need modification.

Objective 1.2.2

Ongoing Progress 95%

Develop and publish new/revised road design standards utilizing best practices.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 10, 2026 15:15:42

City staff has prepared new roadways standards for the following roadway classifications:

- Arterial Roads
- Primary Industrial Roads
- Secondary Industrial Roads
- Cul-de-sac Roads
- Residential Alleyways
- Business District Roads Class I
- Business District Roads Class II
- Street Tree Plantings

These standards have been shared internally with Department of Public Works staff for review and final comment.

Action Item 1.3 Progress 90%

Plan Action 3 - Review Transit Stops: Conduct a comprehensive review of transit stop locations and conditions to ensure safety and accessibility. Develop a program for reviewing the stops every 5 years.

	%	#
Ongoing	50	1
Completed	50	1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 1.3.1

Completed Progress 100%

Complete comprehensive review of transit stops per the findings of the crash analysis.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:02:57

Staff submits requests to Montgomery County Department of Transportation Ride On or Washington Metropolitan Area Transit Authority (WMATA) to relocate bus stops to move them closer to marked crossings or to alternative locations.

Bus stop locations are often spaced further from the intersection to provide sufficient space for multiple buses to queue at the stop or to maintain traffic operations at busier intersections. Staff tracked serious injury and fatal crashes involving pedestrians or bicyclists that were within 100 feet of a bus stop. Staff also tracked the number of bus stops that are within 150 feet of a marked crosswalk. Proximity to a bus stop among other variables are considered when staff identify intersections to evaluate. Additionally, the city's updated marked crosswalk guidelines include bus stops as a consideration for installing a marked crosswalk.

Objective 1.3.2 

Ongoing Progress 80%

Evaluate the review process and develop a program for reviewing stops every five years.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 06, 2026 20:56:17

Department of Public Works staff continues to coordinate with MCDOT Ride On to determine if bus stop locations can be shifted closer to marked crosswalks. In many instances, bus stops cannot be moved closer to the intersection because longer queuing space is needed for articulated buses or stops serving multiple routes with frequent service. City staff continue to propose stop relocation to MCDOT Ride On when requests are submitted.

In December 2025, MCDOT Ride On completed a county-wide bus stop audit to evaluate bus shelters, seating, pedestrian and ADA accessibility, and trash facilities. This audit included Rockville bus stops. The audit findings were shared with the city and staff is using them to prepare a list of potential improvements that could be incorporated into future sidewalk improvement projects.

City staff is also seeking funding to complete a study to determine the costs, efforts, and feasibility of installing a bench or other type of bus stop seating at every bus stop in the city. Staff will be notified if the project is awarded funding in the early summer.

Action Item 1.4 Progress 93%

Plan Action 4 - Evaluate Crossings and Unsignalized Intersections: Evaluate existing crossings and unsignalized intersections with safety as a priority. Crossings identified as high risk will be transformed first with improvements such as flashing beacons, etc. as applicable.

	%	#
Ongoing	33	1
Completed	67	2

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 3

Objective 1.4.1

Completed Progress 100%

Develop a list of priority crossings and intersections for modification per the findings of the crash analysis including; Identify all high-risk crossings within the city and increase the percentage of safe crossings and intersections using the number of severe and fatal collisions at crossings and intersections.

Owner: Bryan Barnett-Woods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:06:16

City staff prepared a list of all city-maintained intersections and tracked crashes that occurred at each intersection during the crash analysis. The city has developed a process to evaluate intersections each fiscal year to identify roadway safety improvements and carry out those improvements in the subsequent fiscal year. Additionally, the city has shared a list of state-maintained intersections with MDOT SHA requesting a similar intersection safety audit and improvement process.

Lastly, the City was awarded a grant from the federal Safe Streets and Roads for All program which seeks to conduct intersection safety audits at 30 intersections in Rockville (20 state maintained and 10 city maintained). The intersections included in this project were identified in the Vision Zero crash analysis. This project is expected to be complete by the end of this year.

Objective 1.4.2

Ongoing Progress 80%

Apply best practices to improve safe crossings (such as bump-outs, medians, traffic control devices like paddles and rectangular rapid flashing beacons)

Owner: Bryan Barnett-Woods

Update provided by Bryan Barnett-Woods on Feb 06, 2026 21:05:54

City staff continues to respond to resident requests and reported concerns related to traffic safety for all modes of transportation. Staff evaluates requests and concerns and implement best practices to further enhance vulnerable roadway user safety. This includes adding pedestrian refuge medians, raised crossings, high-visibility crosswalks, and signage, among other improvements.

Safe crossing improvements were constructed at the following locations between July 1 and December 31, 2025:

- Ardennes Avenue at Wainwright Avenue
- Lemay Road at Ridgway Avenue
- Twinbrook Parkway at Meadow Hall Lane
- Wootton Parkway at Glen Mill Road
- Wootton Parkway at Longhill Drive

Objective 1.4.3

Completed Progress 100%

Complete speed studies along all city owned and maintained roadways with posted speed limits at or above 40 MPH.

Owner: Bryan Barnett-Woods

Update provided by Bryan Barnett-Woods on Jun 30, 2024 04:00:01

City staff completed speed studies along all city-maintained streets in Rockville in March 2024. As a result, all city-maintained streets with a speed limit of 40 MPH were reduced to 35 MPH in April 2024. All city-maintained roadways have a posted speed limit of 35 MPH or below.

This study did not include state maintained roadways. In May 2024, MDOT SHA reduced the posted speed limit of Veirs Mill Road (MD 586) between Edmonston Drive and Twinbrook Parkway from 40 MPH to 35 MPH. MDOT SHA reduced the posted speed limit along Rockville Pike (MD 355) from 40 MPH to 35 MPH in 2022. City staff continues to coordinate with MDOT SHA to further reduce the posted speed limit on state maintained roadways in Rockville, including First Street (MD 28) and W. Montgomery Avenue (MD 28).

Safe and Livable Neighborhoods

Notes

This objective was added to the action item in January 2024 at the request of the Mayor and Council.

Action Item 1.5 Progress 75%

State/Montgomery County/City Project Collaboration: Identify high injury areas where the city, Montgomery County and state can jointly implement safety improvement projects.

	%	#
Ongoing	50	1
Completed	50	1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 1.5.1

Ongoing Progress 50%

Improve safety on roadways operated and maintained by SHA.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:09:55

Department of Public Works staff meets with MDOT SHA and MCDOT staff on a quarterly basis to discuss improvements to state-maintained roadways and intersections.

City staff coordinated with MDOT SHA to obtain crash reports for the 30 intersections included in the city's Safe Streets and Roads for All project. The city has received report for all intersections. MDOT SHA also provided crash reports for Rollins Avenue to be included in the Rollins Avenue Complete Street Study. City staff has also requested MDOT to conduct a safety audit for two intersections in the city: Rockville Pike (MD 355) & Edmonston Drive, and Falls Road (MD 189) and Wootton Parkway. These intersections were initially raised by residents and the safety audit analyses are ongoing.

Objective 1.5.2

Completed

Continue to advocate for identified project areas on roadways operated and maintained by SHA.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Dec 31, 2023 05:00:01

DPW staff hosts a quarterly coordination meeting with MDOT SHA District 3 staff and MCDOT staff. Staff request status updates of ongoing roadway safety projects on state roadways as well and submit new requests.

Action Item 1.6 Progress 90%

Improve Traffic Signals: Complete a comprehensive review of the City's traffic signals to ensure the use of the latest technology and standards to implement innovative pedestrian and bicycle signals (such as Lead Pedestrian Intervals (LPI) and Pedestrian Recall, etc.) to provide effective and safe crossings.

	%	#
Ongoing	50	1
Completed	50	1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 1.6.1

Completed Progress 100%

Complete a review of traffic signals per the findings of the crash analysis.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Aug 11, 2025 16:54:51

To improve traffic signals, particularly at intersections with more frequent crashes, DPW staff developed an intersection safety audit and improvement process. This approach prioritizes city-maintained intersections based on the number of injury and fatal crashes.

Objective 1.6.2

Ongoing Progress 80%

Identify improvements and implement projects on signals owned/operated by the City and advocate for improvements on signals owned/operated by SHA/Montgomery County.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 10, 2026 16:07:51

Traffic signal upgrades at the following intersections are currently under design.

- E. Gude Drive and Rothgeb Drive
- E. Jefferson Street and Halpine Road
- Seven Locks Road and Fortune Terrace
- W. Montgomery Avenue and N. Washington Street
- W. Gude Drive and Gaither Road
- W. Gude Drive and Research Boulevard
- Wootton Parkway and W. Edmonston Drive

Upgrades include replacing traffic signal cabinets, accessible pedestrian signal (APS) pushbuttons, signs, signal heads, detection cameras, poles, and other related equipment.

Action Item 1.7 Progress 99%

Accelerate Sidewalk Construction: Using the Sidewalk Prioritization Map as a guide, accelerate the sidewalk construction program with priority projects in the high injury network.

	%	#
On-Schedule	50	1
Completed	50	1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 1.7.1

Completed Progress 100%

Develop a list of high priority projects per the findings of the crash analysis.

Owner: Bryan Barnett-Woods

Update provided by Bryan Barnett-Woods on Jun 30, 2024 04:00:01

City staff considers crash data, the existing Sidewalk Prioritization Policy, and resident requests to identify sidewalk projects.

Objective 1.7.2

On-Schedule Progress 98%

Complete priority projects and expand the city's bicycle network by providing additional sidewalk.

Owner: Bryan Barnett-Woods

Update provided by Bryan Barnett-Woods on Feb 13, 2026 15:19:58

City staff continues to design and build new sidewalks.

The following sidewalks were constructed between January 1 and December 31, 2025.

- Brooke Drive between Lewis Avenue and Stanley Avenue
- Crawford Drive between Gail Avenue and Hillcrest Park
- Gail Avenue between Lewis Avenue and Veirs Mill Road
- Potomac Valley Road between Maryland Avenue and New Mark Esplanade
- Welsh Park Drive, between Mannakee Street and Welsh Park entrance

The design plans for the following sidewalks are underway.

- Carr Avenue between Luckett Street and Forest Avenue
- Charles Street between McArthur Drive and Park Road
- Frederick Avenue between N. Stonestreet Avenue and Westmore Avenue
- Highland Avenue between S. Stonestreet Avenue and Grandin Avenue
- Nelson Street between Beall Avenue and shopping center

Staff is also preparing a sidewalk inventory to help assess the costs and level of effort required to build new sidewalks. This inventory will be used in conjunction with the Sidewalk Prioritization Policy to help identify future sidewalks for construction.

Additionally, the city repairs sidewalk curb ramps and driveway aprons as part of the ongoing annual concrete maintenance program. Between July 1 and December 31, 2025, the city replaced 99 curb ramps and 322 driveway aprons. In all of 2025, the city replaced 211 curb ramps and 625 driveway aprons.

Action Item 1.8 Progress 100%

Create Pedestrian Master Plan: As proposed in the 2040 Comprehensive Plan, build on the existing Pedestrian Policies and Sidewalk Prioritization Map to complete a Pedestrian Master Plan for the city to address the unique issues faced by pedestrians and people with disabilities.

	%	#
Completed	100	2

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 1.8.1

Completed Progress 100%

Complete the review of the city’s existing pedestrian policies.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Dec 31, 2023 05:00:01

Staff reviewed the City's policies and documents related to pedestrian safety. These policies, and potential updates to these policies, are referenced in the Pedestrian Master Plan as key action items.

Objective 1.8.2

Completed Progress 100%

Conduct public outreach, communication to stakeholder groups (such as the Rockville Pedestrian Advocacy Committee) develop and approve the new pedestrian masterplan.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:14:59

The Mayor and Council adopted the City of Rockville’s first Pedestrian Master Plan in October 2023. This plan is the culmination of more than two and half year’s effort and collaboration with the Rockville Pedestrian Advocacy Committee (RPAC) among other city commissions and includes 46 action items for the city to carry out to improve the pedestrian environment and experience in Rockville. City staff implement action items from the Pedestrian Master Plan alongside Vision Zero projects.

Action Item 1.9

Progress 88%

Expand Network of Safe Bicycle Facilities: Using the Bikeway Master Plan as a guide, construct new bikeway facilities to create a safe, highly connected, convenient, and low-stress bicycling network.

	%	#
On-Schedule	50	1
Completed	50	1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:16:35

Coordinating with the Rockville Bicycle Advisory Committee (RBAC), staff has developed a prioritized list of bike lane projects from the Bikeway Master Plan. Additionally, staff seek comments from RBAC and other stakeholder groups to improve design projects underway.

Objective 1.9.1

Completed Progress 100%

Develop a list of high priority projects per the findings of the crash analysis, the guidelines of the Bikeway Masterplan and the consultation of stakeholder groups (such as the Rockville Bike Advisory Committee).

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective 1.9.2

On-Schedule Progress 75%

Complete priority projects and expand the city’s bicycle network by providing additional linear feet of bicycle infrastructure.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 06, 2026 21:21:18

Staff continue to seek out opportunities to extend the city's bicycle transportation network as well as plan and design bicycle facilities citywide. City staff sought guidance from the Rockville Bicycle Advisory Committee regarding Status of ongoing bicycle facility projects are as follows.

1. Congressional Lane - Study complete. Shared roadways between Rollins Avenue and E. Jefferson Street, and separated bicycle lanes between E. Jefferson Street and Rockville Pike are planned for implementation.
2. E. Jefferson Street and Halpine Road - Study complete. Share roadways along E. Jefferson Street between Rollins Avenue and Congressional Lane, and separated bicycle lanes along Halpine Road between E. Jefferson Street and Rockville Pike are planned for implementation.
3. Mannakee Street - Study complete. Traffic calming improvements constructed on Mannakee Street between E. Montgomery Avenue and Martins Lane. Bicycle lanes on Mannakee Street between Bradford Drive and Hungerford Drive will be implemented as part of a future roadway reconstruction project.
4. Martins Lane -Design completed. Shared roadway-bicycle facilities and bicycle lanes will be implemented as part of an upcoming roadway reconstruction project.
5. Fleet Street and Monroe Street - Study complete, design initiated. Preparing engineering designs for a shared use path and cycle track along portions of Fleet Street between Maryland Avenue and Richard Montgomery Highschool, and along Monroe Street between Fleet Street and E. Middle Lane is underway.

Action Area 2 Progress 100%

Action Area 2 - Enforcement: Enforcement encourages a culture of safety by utilizing evidence-based law enforcement and policies.

	%	#
Completed	100	6

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Action Item: 6

Objective: 6

Action Item 2.1 Progress 100%

Increase Enforcement Activities: Increase enforcement of distracted, impaired, occupant protection, and aggressive driving behaviors, as well as violations of pedestrian and bicycle safety laws. Enforcement activities should concentrate in the high injury network, during peak seasons, and specific times of day. Enforcement should be performed in conjunction with education campaigns.

	%	#
Completed	100	1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 2.1.1

Completed

Develop the list of high incident areas for collisions and violations associated with the crashes. Use multiple enforcement techniques to target and change behavior. The efforts will be ongoing and reevaluated when new crashes occur to ensure we continue to use resources in the most effective and impactful manner.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:21:25

The Rockville City Police Department (RCPD) continues to enforce traffic safety alongside other enforcement activities. RCPD has increased the number of officers in the Traffic Unit and patrol officers continue to enforce traffic laws while working their shifts. RCPD officers respond to traffic enforcements requests from the public and other city departments. DPW staff will forward traffic safety requests when residents or visitors indicate people not yielding or following traffic laws in specific areas. This is an initial response before infrastructure changes are considered.

Action Item 2.2 Progress 100%

Explore Expanding Automated Enforcement: Increase the use of automated enforcement to address excessive speed and red-light violations if determined to be feasible in next contract with vendor.

Completed

%
100

1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 2.2.1

Completed

Both speed and red-light cameras are a part of the ongoing and continued efforts at promoting safe driving in the City. These efforts will include maximizing the impact to driver behavior through placement of existing portable speed cameras in line with violation and crash data while ensuring the location is in compliance with legal statues. When a new contract is executed with the vendor RCPD will explore the feasibility of increasing the number of automated devices to deployed at more locations allowing for greater impact on driving behavior and promoting safe driving.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 11, 2026 15:40:07

The Rockville City Police Department (RCPD) deploys portable and stationary speed monitoring systems (i.e., speed cameras) in response to resident traffic safety concerns. Additionally, RCPD conducts speed studies when considering where to add new speed monitoring systems.

RCPD also employs red-light cameras to enforce traffic laws at ten locations in Rockville. A map of the locations, as well as red-light camera statistics are available on the city's website.

Between 2024 and 2025, there has been a 38% increase in the number of speed citations issued. Conversely, there has been a reduction of 2% in the number of red-light citations issued.

Action Item 2.3 Progress 100%

Expand Traffic Law Enforcement and Distracted Driving Detection Program: Expand existing traffic focused programs, such as usage of decoy police officers/vehicles and speed indicator radars. Increase diverse methods used to assist with aggressive and distracted driving enforcement.

Completed

%
100

1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 2.3.1

Completed

Develop the list of high incident areas for collisions and violations associated with the crashes. Use multiple enforcement techniques to target and change behavior. The efforts will be ongoing and reevaluated when new crashes occur to ensure we continue to use resources in the most effective and impactful manner.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:22:23

The RCPD Traffic Unit continues to focus enforcement efforts along roadway stretches where speeding or unsafe driving commonly occur. RCPD has increased the number of traffic officers in the city.

Additionally, RCPD receives enforcement requests from members of the public and DPW staff related to additional traffic enforcement for specific streets in the City. These streets are added to the locations for additional traffic enforcement.

Action Item 2.4 Progress 100%

Collaboration with Court System: When possible and practical, inform judicial system regarding high visibility enforcement and its connection to traffic safety. For violations that occur in High Injury Network (HIN) or other safety-sensitive areas, request the imposition of more stringent penalties so enforcement actions are supported and reinforced.

Completed

%
100 #
1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 2.4.1

Completed

Initial education of the judicial system to the Vision Zero efforts has already occurred. As cases go to court, officers will ensure that judges are aware of violations occurring in high incident areas prior to imposing a sanction for the violation.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Dec 31, 2023 05:00:01

Initial education of the judicial system regarding Vision Zero has already occurred. RCPD continues to notify judges when violations occur in high incident areas.

Action Item 2.5 Progress 100%

Enhance Police Driver Training: Develop a strategy for identifying employees in need of remedial training and provide additional hours of a driver training program.

Completed

%
100 #
1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 2.5.1

Completed

While not currently an issue for the Police Department, will monitor for any severe or fatal collisions involving police vehicles and continue to identify and provide remedial drivers training as needed.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Dec 31, 2023 05:00:01

The department continues to promote to employees the importance of modeling safe driving and pedestrian behavior. Every employee-involved collision is reviewed to include an assessment of previous incidents if they exist. As applicable, employees are required to attend appropriate remedial driver training.

Action Item 2.6 Progress 100%

Temporary Traffic Control Devices: Provide the Police Department with additional temporary traffic controls (e.g. portable stop signs / traffic cones) and suitable training to deploy these devices during emergency responses, traffic details and other events.

Completed

%
100 | #
1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 2.6.1

Completed

Procure additional temporary traffic control devices as they are identified as being needed. Continue to partner with the County and State when additional devices are needed at crash scenes. This increased visibility and direction at incidents on the streets will reduce the number of severe or fatal collisions occurring on the roadway impacted by an unexpected event.

Update provided by Bryan Barnett-Woods on Dec 31, 2023 05:00:01

RCPD currently has portable stop signs, barricades and cones available to aid in traffic control as necessary. RCPD uses these tools to direct traffic during crash incidents or other events.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Action Area 3 Progress 89%

Action Area 3 - Education: Education engages the public using a variety of outreach methods to instill safe behaviors and increase awareness of dangerous driving, biking, and walking behaviors.

Ongoing
Completed

%
22 | #
2
78 | 7

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Action Item: 5

Objective: 9

Action Item 3.1 Progress 100%

Create Comprehensive Outreach Strategy:

Completed

%
100 | #
2

Develop a communication and outreach strategy to share the city’s Vision Zero goals with Rockville’s entire population. Outreach strategies should reflect the needs of Rockville’s culturally diverse population. Provide outreach for specific groups most at risk of being involved in a severe or fatal collision per the results of the data analysis.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 3.1.1

Completed Progress 100%

Create a comprehensive outreach strategy for the general population.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:35:02

The Public Information Office regularly shares Vision Zero information with the public through Rockville 11, Rockville Reports, and the city's multiple social media channels. Moreover, city staff are available to attend and present at regularly scheduled community meetings. The contact information for setting up an in person meeting is available on the city's website. City staff also regularly provides updates to the Rockville Transportation and Mobility Commission, the Rockville Bicycle Advisory Committee, and the Rockville Pedestrian Advocacy Committee regarding Vision Zero projects and plans.

Staff participates in annual multimodal transportation events, such as Bike to Work Day, Rockville Mainstreet Safety Day, Walktober, Walk-n-Roll to School Day, and Bike to School Day. City staff will share Vision Zero branded giveaways and traffic safety information. Staff also provides information to pedestrians and bicyclists about ongoing and planned bicycle, pedestrian, and Vision Zero transportation projects, the Pedestrian Master Plan and the Bikeway Master Plan, and answers questions about Rockville's walking, rolling, and bicycling infrastructure.

Lastly, the city's Vision Zero webpage and Vision Zero projects webpage includes information about ongoing and recently completed transportation safety projects.

Objective 3.1.2

Completed Progress 100%

Evaluate the effectiveness of out outreach efforts and create a communication strategy targeting specific groups per the findings of the crash analysis.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:35:44

Between July 1 and Dec. 31, 2025, the Communications and Community Engagement Division shared 58 social media posts related to Vision Zero. The posts featured Vision Zero-related safety tips, projects and funding, and amplified Montgomery County Department of Transportation and Washington Metropolitan Area Transit Authority (Metro) events, surveys and outreach.

This included 18 X (formerly Twitter) posts, 28 Facebook posts and 12 Instagram posts.

These 58 posts averaged 1,213 views per post.

The city's Vision Zero program is highlighted on the Vision Zero projects webpage (rockvillemd.gov/projects/vision-zero). Between July 1 and Dec. 31, 2025, that page received 618 views.

Additionally, Vision Zero- and transportation-related content appeared in multiple news articles on rockvillemd.gov during this time period. Individual pageviews were as follows:

- Street Improvements and Summer Study for Rockville's Vision Zero: 235 views.
- Summer Successes for Vision Zero Improvements: 4 views.
- Defending Against the Dangers of Less Daylight: Tips for Driving, Biking and Walking: 87 views.
- Results Rockville Expands With New Dashboards to Track Progress on Major Initiatives: 5 views.
- Mayor and Council Set 2026 State Legislative Priorities: 21 views.
- Fall Events Highlight Walking, Biking and Rolling 'Round Rockville: 35 views.
- Demonstration to Help City Consider Parking Lanes on Redland Boulevard: 880 views.
- Mayor and Council Approve New Affordable Housing at 41 Maryland Ave.: 637 views.
- Tricks for Making Halloween a Treat: 212 views.
- Events to Get You Walking, Biking and Rolling 'Round Rockville This Month: 86 views.

Combined, these 10 Vision Zero-related news articles received 2,202 views between July 1 and Dec. 31, 2025. In total, the Vision Zero projects webpage and related news articles received 2,820 views during this period. The print edition of "Rockville Reports" is mailed to nearly 32,000 residential and business addresses across the city.

Action Item 3.2 Progress 100%

Join Montgomery County on Safe Routes to School Activities: Join Montgomery County on the expansion of Safe Routes to School (SRTS) activities to all schools within Rockville and comprehensive traffic safety education for pedestrian, bicycle, and driver safety at appropriate ages.

Completed	%	#
Completed	100	2

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 3.2.1

Completed Progress 100%

Join Montgomery County by developing a collaboration agreement with Montgomery County and MCPS.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 04, 2026 21:29:14

The City of Rockville supports schools participating in Bike to School Day in May and in Walk to School Day in October. The city provides flyers and free giveaways for students to participating schools. RCPD also provides traffic officers to help students cross major streets. The city supports other walking and bicycling safety activities from Montgomery County Public Schools in Rockville, this includes past bicycle safety lessons at Maryvale School and providing bicycle parking racks to interested schools.

The Montgomery County Department of Transportation Safe Routes to School Coordinator works with Montgomery County Public Schools to provide opportunities to learn about and practice safe transportation. This includes schools within Rockville.

City staff has spoken with MCPS staff, who provided information regarding the challenges of funding district Vision Zero programming. Schools are permitted to implement on-bike education or other Safe Routes to Schools programming, however each school requires a dedicated staff person or teacher and funding to implement the program. An agreement between the City and County is unlikely, however the City will continue to welcome schools interested in Vision Zero education.

Objective 3.2.2

Completed Progress 100%

Evaluate the effectiveness of our outreach efforts, reevaluate actions per the findings of the crash analysis, and continue to coordinate with Montgomery County and Montgomery County Public Schools (MCPS).

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:38:17

The City of Rockville encourages all schools in Rockville to participate in Safe Routes to School activities, such as attending Walk-Bike-Roll to School Days, following safe pedestrian and bicycle practices, and learning safe bicycling skills. Schools interested in participating in Safe Routes to School events can contact the Department of Public Works for more information, materials for the event, and ideas.

High school students may also share their transportation experiences on the Vision Zero survey, which is available on the city's website.

Action Item 3.3

Progress 75%

Join Montgomery County on On-bike Education Programs for Kids: Join Montgomery County in establishing an on-bike education program to teach bike safety skills to all school aged children.

	%	#
Ongoing	50	1
Completed	50	1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 3.3.1

Completed Progress 100%

Join Montgomery County by developing a collaboration agreement with Montgomery County and MCPS.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:38:46

Montgomery County Public Schools includes a pedestrian and bicycle safety component in their physical education curriculum. Also, when crashes occur within school zones and during schools hours, Montgomery County Department of Transportation shares the crash incident report with Rockville Department of Public Works staff who evaluate the crash location and identify improvements. Lastly, the City of Rockville offers assistance to city schools interested in improving multi-modal transportation, this includes providing bicycle racks, supplying Walk-and-Bike to School Day giveaways, and working with schools to provide facility improvements such as traffic calming or new sidewalks.

Objective 3.3.2

Ongoing Progress 50%

Evaluate the effectiveness of our outreach efforts, reevaluate actions per the findings of the crash analysis, and continue to coordinate with Montgomery County and Montgomery County Public Schools (MCPS).

Owner: Bryan Barnett-Woods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:40:28

The physical education program at Julius West Middle School includes a comprehensive on-bike education curriculum for all middle school students. The school provides bicycles to all students and students learn how to bicycle safely in the community.

Last spring, the Rockville City Police Department (RCPD) partnered with Maryvale Elementary School staff to put on a 7-week program focused on bike safety, the rules of the road, and meeting community leaders weekly. RCPD had additional support from the Rockville Bike Hub and Rockville HS student volunteers. At the end of the program, RCPD motor units joined students to participate in a “bike rodeo” at Maryvale Elementary School. The participating students all received their own donated helmets and high-end bicycles (10 in bikes in total), and Vision Zero branded giveaways. RCPD also participated in the ‘RCPNS (Rockville Nursery School) Trike a Thon’ at Potomac Woods Park by providing a bike safety talk and quick ride.

School staff indicated an interest to continue the on-bike education program for this year.

Action Item 3.4 Progress 100%

Safety Awareness Training for City Employees: Educate key staff in Human Resources Department, Department of Public Works, Rockville City Police Department (RCPD), Recreation and Parks Department on the fundamentals of Vision Zero. These fundamentals should be passed down to frontline employees through training sessions, to make them aware of Vision Zero in order to build a culture of safety and accountability.

	%	#
Completed	100	1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 3.4.1

Completed Progress 100%

Develop education materials and provide information to city staff.

Owner: Bryan Barnett-Woods

Update provided by Bryan Barnett-Woods on Dec 31, 2023 05:00:01

Staff coordinated with HR to distribute materials to new employees so that they understand the City's commitment during orientation. HR staff has also provided special training ("Toolbox Talks") to members of Public Works who spend much of their time in the field.

Safe and Livable Neighborhoods

Action Item 3.5 Progress 75%

Training in the Community: Identify major employers, TDM programs, civic associations, 55+ centers and living facilities, religious institutions, HOAs, PTA's and other community stakeholders to receive Vision Zero training and messaging. Training materials, messaging and strategies should be flexible so they can be utilized by a variety of cultures and community groups.

	%	#
Ongoing	50	1
Completed	50	1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 3.5.1

Completed Progress 100%

Create outreach materials and identify community partners.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:41:53

City staff continue to participate in annual events to help share roadway safety information with members of the community. This includes Bike to Work Day, Rockville Main Street Safety Day, and bike and walk to school days. Vision Zero resources, including a fact sheet and tips for safe walking, rolling, bicycling, and driving are available on the city's website. Staff also purchased the League of American Bicyclists' Quick Start Urban Cycling Guide in English and Spanish and provided copies at city recreation centers. These small guidebooks can be given away to community members at events or shared with recreation center staff to be shared with interested residents.

Objective 3.5.2

Ongoing Progress 50%

Evaluate the effectiveness of our outreach efforts and reevaluate actions per the findings of the crash analysis.

Owner: Bryan Barnett-Woods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:45:54

Staff continues to encourage participation in Vision Zero related activities and tracks the number of participants when the data is available. This includes participants in the annual Bike to Work Day, Walk-and-Roll to School, and Bike-and-Roll to School Day events.

Action Area 4 Progress 100%

Action Area 4 - Policy: Policy lays the foundation for the city's future vision zero initiatives and seeks to improve the way traffic safety is managed throughout the city by advocating for the vital tools to fully enact the Vision Zero strategy.

	%	#
Completed	100	12

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Action Item: 10

Objective: 12

Action Item 4.1 Progress 100%

Appoint Vision Zero Coordinator: Appoint a Vision Zero Coordinator to oversee implementation of this plan and champion Vision Zero throughout the city.

	%	#
Completed	100	1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 4.1.1

Completed

Serve as an initial point of contact and overseer of action item implementation.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Dec 31, 2023 05:00:01

The Department of Public Works Traffic and Transportation Division hired a Pedestrian and Bicycle Coordinator in 2019, in 2020 their responsibilities expanded to include Vision Zero Coordination. After a vacancy, this position was refilled in 2021.

Action Item 4.2 Progress 100%

Establish a Cross-Departmental Vision Zero Task Force: Create opportunities for communication across departments participating in Vision Zero. Work towards implementing Vision Zero Action items. This task force will also review each serious injury and fatal crash (within the City of Rockville) as soon as possible after the event to identify potential actions the city can take to address safety issues. The task force will also appoint a liaison to Montgomery County’s Collision Review Team.

Completed % 100 # 1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 4.2.1

Completed

Provide coordination among city departments while implementing action items.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:46:42

The city has established a Vision Zero Task Force which includes representatives from the following departments and divisions: Rockville City Police Department, Department of Public Works, Department of Recreation and Parks, and the Rockville Public Information Office.

The Vision Zero Task Force meets biannually to discuss status updates of the Vision Zero Action Items. The next meeting is scheduled for May 2026.

Additionally, after a fatal crash, this task force coordinates to carry out a Vision Zero Post Crash Inspection. The Montgomery County Police Department Collision Reconstruction Unit conducts the crash investigation and prepares the report. However, this process can take several weeks. The Vision Zero Post Crash Inspection allows city staff to inspect the location of the crash to ensure that street pavement, concrete, streetlights, pavement markings and signals are not deficient.

Action Item 4.3 Progress 100%

Change Policies, Regulations, and Laws: Identify city, Montgomery County and state laws, policies, and regulations that are hindering the city’s progress towards Vision Zero and develop strategies to update them. Emphasis should be on laws that allow for innovative engineering and ability to lower speed limits to align with leading Vision Zero practices. Collaborate with Montgomery County’s Vision Zero Steering Committee.

Completed % 100 # 1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 4.3.1

Completed Progress 100%

Review existing laws, policies, and regulations and identify specific changes per the findings of the crash analysis.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:48:10

Staff have reviewed the Sidewalk Prioritization Policy, Complete Streets Policy, Comprehensive Transportation Review, and Synthesis of Sidewalk Policies. Recommendations to update these policies are included as key action items in the approved Pedestrian Master Plan.

Staff is currently working to prepare a new draft of the Comprehensive Transportation Review. Once complete, this draft will be shared with the Transportation and Mobility Commission. In addition to being included in the Pedestrian Master Plan, the Transportation and Mobility Commission have recommended that this policy be updated.

Staff has also prepared an update to the Sidewalk Prioritization Policy. The draft criteria was shared with the Rockville Pedestrian Advocacy Committee and the Transportation and Mobility Commission. Once their comments are incorporated, the draft criteria will be shared with the public.

Action Item 4.4 Progress 100%

Ensure Fairness and Equality throughout Vision Zero Projects: Work with community to ensure that Vision Zero strategies, approaches, messaging and projects prioritize safety, ensures fairness and are distributed equally and equitably among a variety of diverse stakeholders.

Completed % 100 # 1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 4.4.1

Completed

Review all Vision Zero projects and strategies during the entirety of implementation to ensure fairness and equality are met.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:49:20

Staff continues to carry out action items through the lens of equity and fairness. This includes assessing the needs of all people traveling , regardless of their mode, and providing an opportunity for people to achieve equal transportation outcomes.

Additionally, staff seek out roadway safety projects that are within areas considered by MWCOG as "Equity Emphasis Areas" as well as neighborhood which have census tracts designated as "Historically Disadvantaged."

Action Item 4.5 Progress 100%

Create Vision Zero Webpage: Create a Vision Zero webpage that contains Vision Zero related information including tracking information for action items.

Completed % 100 # 1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 4.5.1

Completed Progress 100%

Finalize the design of the Vision Zero webpage.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:52:12

A web page for the City’s Vision Zero program is published on the City’s website. The webpage includes a link to the Vision Zero Action Plan document, recently completed and ongoing transportation projects, crash data resources, and past progress reports. The “Near-Miss” questionnaire was added in December 2021 to solicit responses from residents and visitors who have experienced a near-miss incident. Additionally, the most recent Vision Zero update, timeline, and progress charts have been added.

The Vision Zero webpage was updated in Fall 2025 along with the city's new website. The new webpage includes similar information about ongoing Vision Zero activities and data and includes a link to the Vision Zero dashboard. The dashboard provides a summary of all Vision Zero Action Items.

Action Item 4.6 Progress 100%

Publish Collision Data: Collaborate with Montgomery County to publish collision data on the city’s Vision Zero webpage and distilling data for easier consumption and analysis by the public.

Completed % 100 # 1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 4.6.1

Completed

Publish crash data findings and analysis on the city's Vision Zero webpage upon the completion of the crash data analysis.

Owner: Bryan Barnett-Woods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:52:54

The Maryland State Police provide access to the Automated Crash Reporting System (ACRS), which collects crash reports from all police departments in Maryland. Each week, Montgomery County shares ACRS data on its open data portal, Data Montgomery. The city's Vision Zero website includes a link to this data.

Action Item 4.7 Progress 100%

Improve Crash Data Collection: Improve collision data collection by the city through collaboration with Montgomery County and SHA.

Completed % 100 # 2

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 4.7.1

Completed Progress 100%

Review crash data collection following the initial crash analysis.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Jul 16, 2024 15:35:09

Staff examined and followed the methodology of the County's crash data set and thresholds for establishing the High Injury Network. This data collection is based on the state ACRS data. While this data only includes reported crashes and incidents, it provides a uniform baseline of crashes valuable for comparing crash data over time. When city staff identify missing elements in the crash data, they notify the appropriate agencies to ensure that the data is updated accordingly.

Objective 4.7.2

Completed Progress 100%

Provide initial outreach with Montgomery County, and continue coordination throughout data collection.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on May 22, 2025 19:04:56

Department of Public Works staff regularly corresponds with Montgomery County Department of Transportation to coordinate data collection efforts and to learn about best practices for implementing Vision Zero projects.

Action Item 4.8 Progress 100%

Coordinate with Peer Learning Opportunities: Collaborate with Montgomery County to establish links with peer Vision Zero communities to create a shared learning community.

Completed % 100 # 1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Objective 4.8.1

Completed

Provide initial outreach to other Vision Zero Communities and organizations.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:54:40

Staff continues to coordinate with Montgomery County and Maryland Department of Transportation on Vision Zero actions item through their Vision Zero Coordinator and during the quarterly coordination meetings. Staff also attends the Montgomery County Vision Zero partners meetings. These meetings are an opportunity to share best practices, request transportation improvements of other agencies, and to partner on larger safety projects or grants.

Staff also attends the MWCOG Bicycle and Pedestrian Subcommittee, Car Free Day Subcommittee, and the Bike-to-Work-Day Subcommittee, which all provide ideas and opportunities to promote safe walking and bicycling.

Lastly, staff regularly participates in continuing education opportunities to learn about evolving best practices for traffic safety and management, new programs to fund infrastructure improvements, and how to best incorporate equity in transportation decisions, among other learning opportunities.

Action Item 4.9

Progress 100%

Review Existing Traffic Safety Programs and Policies

Completed	%	#
Completed	100	2

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 2

Objective 4.9.1

Completed Progress 100%

Complete the review of the city's existing traffic safety programs and policies per the findings of the crash analysis.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on May 22, 2025 18:26:59

City staff reviewed several of the City's ongoing traffic safety programs and policies to identify where additional improvements could be made. Staff will update the Sidewalk Prioritization Policy, Complete Streets Policy, Comprehensive Traffic Review, and Synthesis of Sidewalk Policies as part of the Pedestrian Master Plan implementation.

Additionally, the Department of Public Works will carryout accessibility improvements as part of ongoing roadways resurfacing projects, ensure that new developments will provide pedestrian facilities that meet PROWAG accessibility requirements, evaluate intersections with a history of injury or fatal crashes, and advocate MDOT SHA to implement roadway safety projects on state-owned roadways in Rockville.

Objective 4.9.2

Completed Progress 100%

Identify and prioritize specific changes.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:56:46

City staff has identified several policies necessary to update to align with the city's Vision Zero Program. Staff have prioritized the following policies.

1. Marked Crosswalk Guidelines
2. Comprehensive Transportation Review
3. Sidewalk Prioritization Policy
4. Complete Streets Policy
5. Guidelines for Neighborhood Traffic Management
6. Zoning Ordinance
7. Synthesis of Pedestrian Policies

Staff completed the Marked Crosswalk Guidelines and are currently working to update the Comprehensive Transportation Review and the Sidewalk Prioritization Policy. The Zoning Ordinance rewrite is an ongoing project being led by the Department of Community Planning and Development Services and DPW staff provided comments on the draft ordinance which provides a new section on pedestrian and bicycle transportation. The Synthesis of Pedestrian Policies is a document prepared by the Traffic and Transportation Commission (now named the Transportation and Mobility Commission) in 2008. Staff are incorporating policies from this document into the other policy updates and the zoning ordinance rewrite.

Staff have also identified several practices to align with the city's Vision Zero Program. These include

- Existing sidewalk accessibility improvements
- Advocate MDOT SHA for state roadway safety improvements
- Ongoing intersection safety evaluations and improvements
- Ongoing sidewalk evaluation, design, and construction
- Ongoing bicycle facility study, design, and construction

City staff work to advance all of these efforts as part of the city's ongoing transportation work program. This includes improving sidewalk accessibility as part of the roadway maintenance program, regularly requesting and coordinating with MDOT SHA for state roadway improvements, and development of annual projects to improve intersections and add sidewalks and bicycle facilities citywide.

Action Item 4.10 Progress 100%

Procure Safer Vehicles: Adopt new vehicle fleet purchasing policy to include purchasing specifications for crash avoidance systems, side and under-run guards, mirrors and lighting.

Completed

%
100

1

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

Objective: 1

Update provided by Bryan Barnett-Woods on Feb 16, 2026 15:57:34

Objective 4.10.1

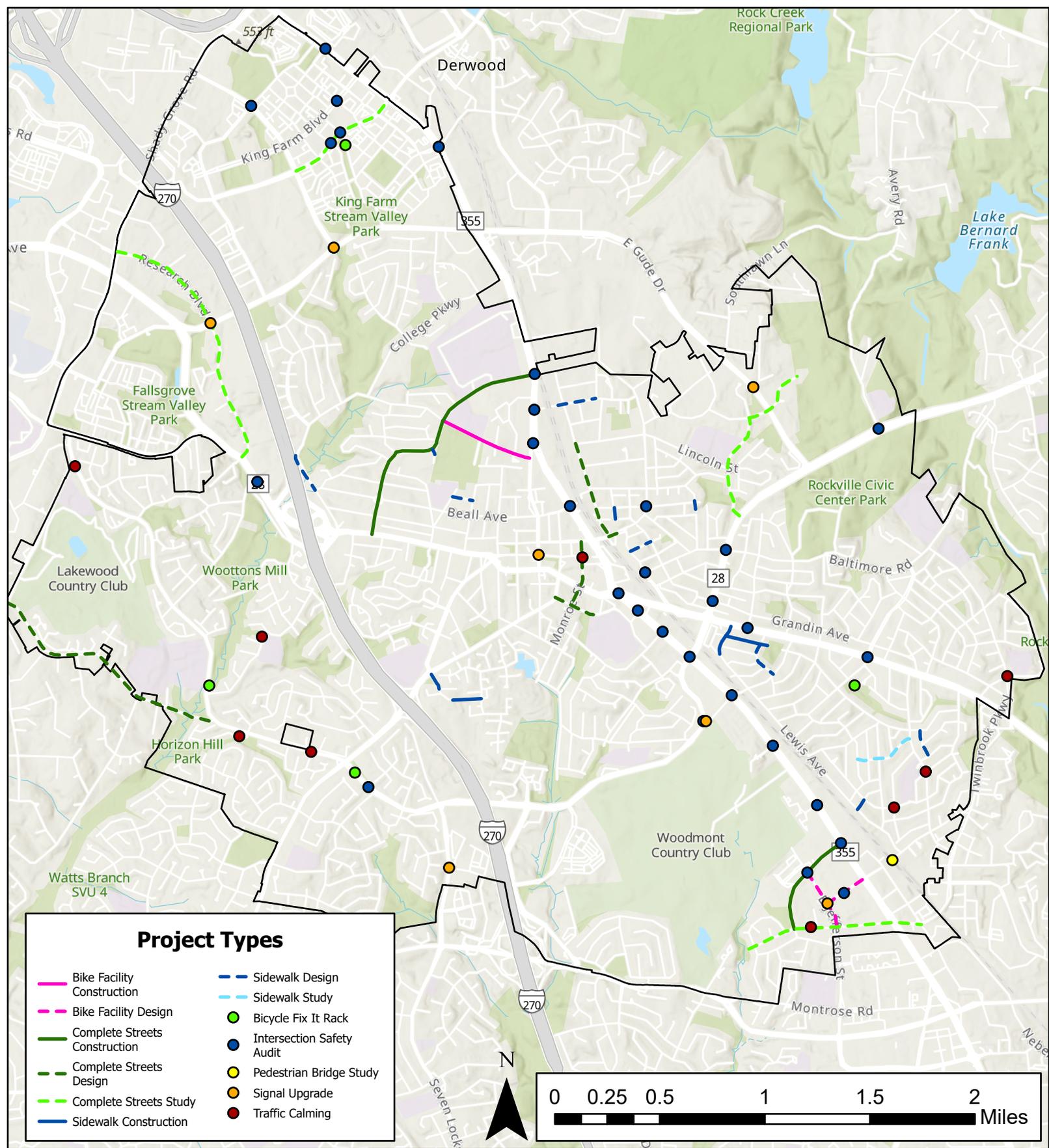
Completed Progress 100%

Adopt new fleet purchasing policy.

Owner: Bryan Barnett-Woods

Safe and Livable Neighborhoods

The city's annual budget includes language to ensure the Fleet Services Division is responsible for ensuring that vehicles acquired are equipped with available features intended to enhance safety for motorists, pedestrians, and bicyclists in accordance with the Vision Zero Action Plan. The Fleet Services Division works to ensure that all vehicles ordered has all available safety features installed.



City of Rockville Vision Zero Ongoing Projects

This drawing is intended to be used for reference and illustrative purposes only. This drawing is not a legally recorded plan, survey, or engineering schematic and it is not intended to be used as such. This drawing is a compilation of records, information and data developed and maintained in various City offices. Map layers were created from different sources at different scales, and the accuracy or relative geographic position of any feature is only as accurate as the source information.



VISION



ZERO



ROCKVILLE



Progress Update

March 2, 2026

Agenda

- Vision Zero
- 2025 Crashes
- Public Engagement
- Ongoing Projects
- State and County Coordination



Vision Zero

- Eliminate Serious Injury and Fatal Crashes
- Multimodal
- Multidisciplinary
- 2020 Vision Zero Action Plan



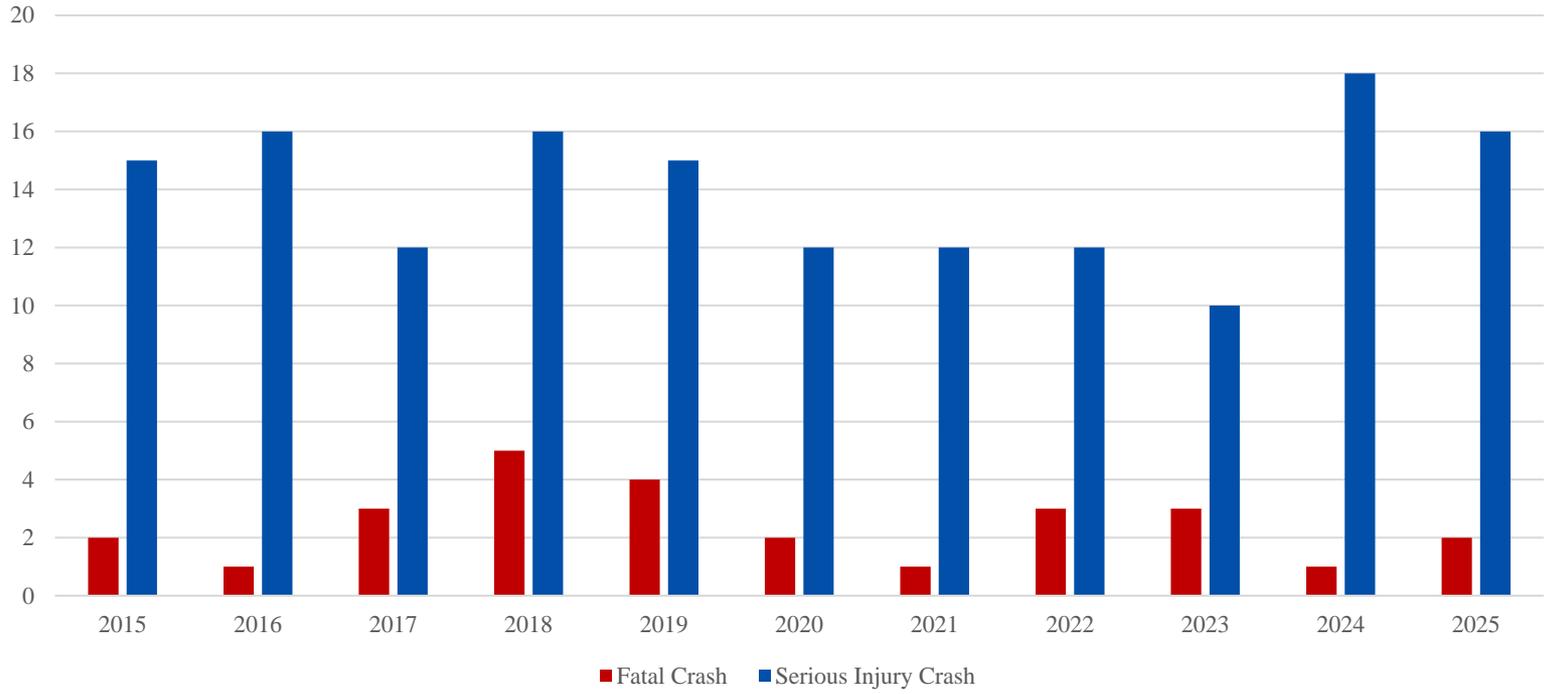
Maryland Ave & E Middle Ln



N Washington St & Beall Ave **55**

Crash Data

Rockville Fatal and Serious Injury Crashes 2015-2025





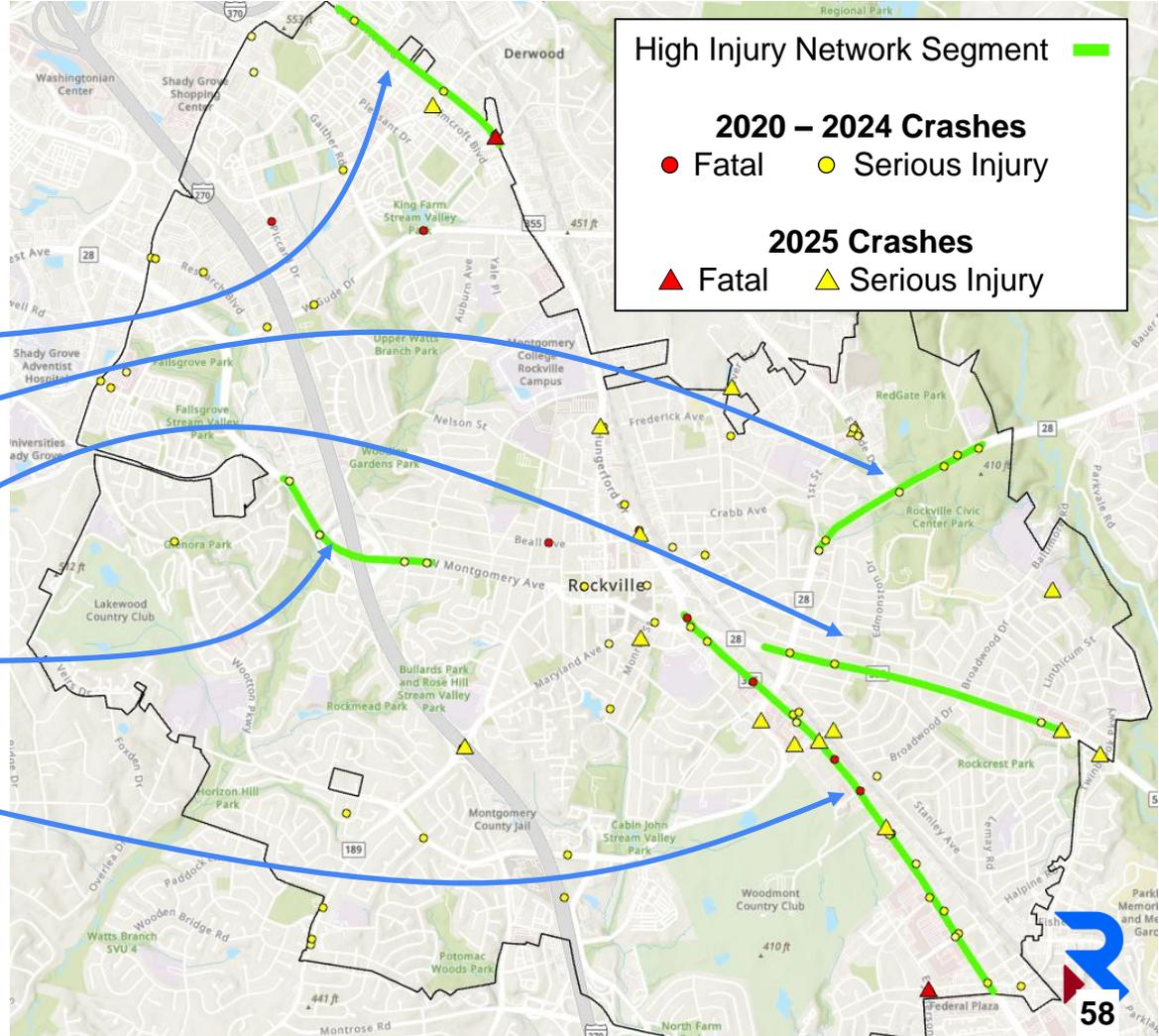
High Injury Network

- 2020 – 2024 Crashes
- 4 or more serious injury and/or fatal crashes
- All state-owned and maintained roadways

Road	From	To	# Serious Injury/Fatal Crashes
Rockville Pike (MD 355)	Church Street	Twinbrook Parkway	5/4
Frederick Road (MD 355)	George Thomas Road	Watkins Pond Boulevard	5/0
Norbeck Road (MD 28)	Avery Road	First Street	5/0
Veirs Mill Road (MD 586)	Atlantic Avenue	First Street	4/1
W. Montgomery Avenue (MD 28)	Mannakee Street	Hurley Avenue	3/1

High Injury Network

- Frederick Road (MD 355)
- Norbeck Road (MD 28)
- Veirs Mills Road (MD 586)
- W. Montgomery Avenue (MD 28)
- Rockville Pike (MD 355)



2025 Fatal Crashes

- Frederick Road (MD 355)
- E. Jefferson Street & Rollins Avenue
- Pedestrian Crashes



Frederick Road
(MD 355)



E. Jefferson St &
Rollins Av

Public Engagement

- Family Bicycling Day
- RCPD Open House
- Walktober
- Community Events

- Public Meeting Presentation by Request



Public Engagement

July 1 – December 31, 2025

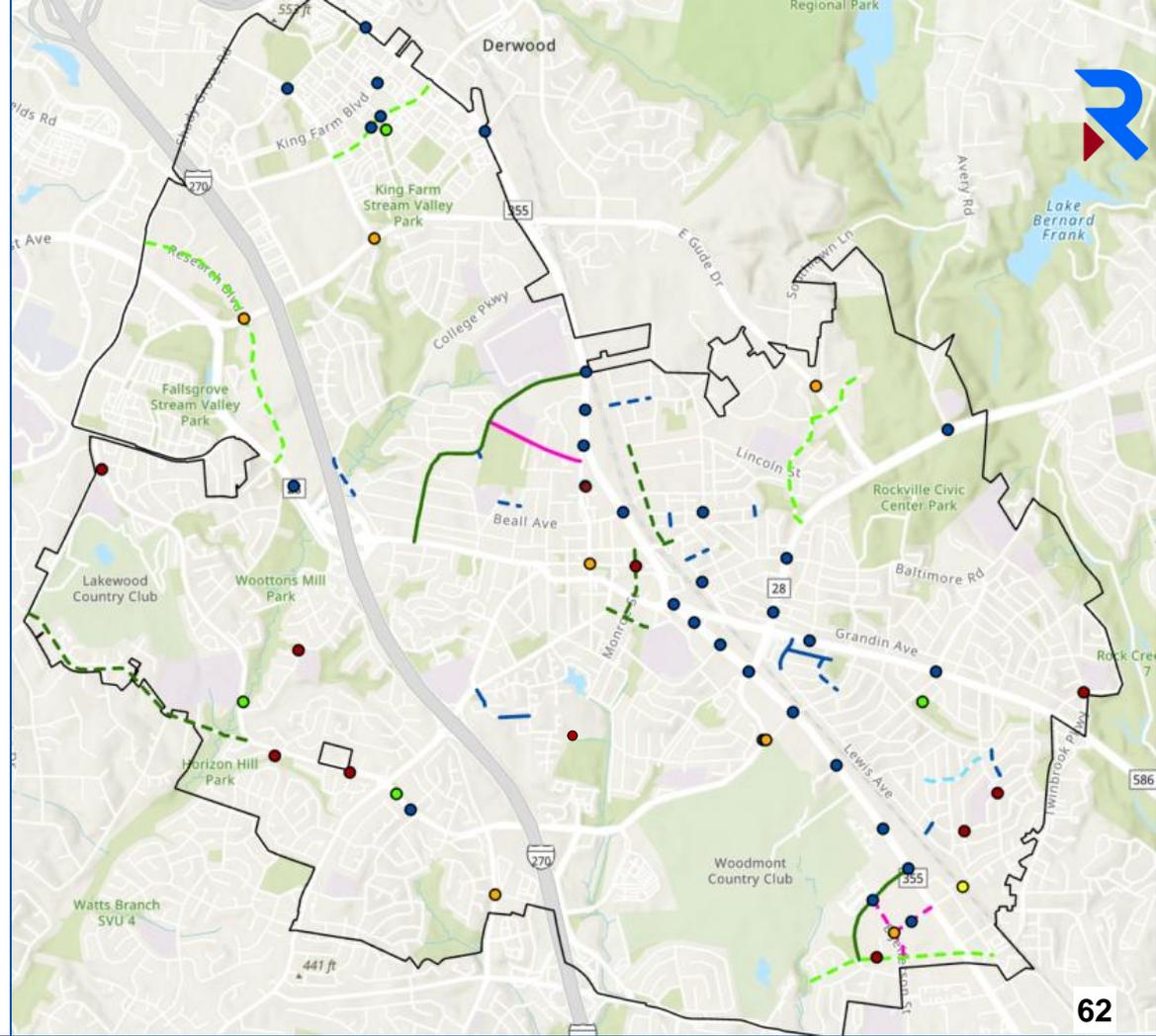
- City Website
 - 618 Views
- Social Media
 - 58 Different Posts
 - 1,213 Average Views
- Rockville Reports
 - 10 Articles
 - 2,202 Views
 - 32,000 mailed copies
- Vision Zero Dashboard



Project Map

Ongoing City Projects

- 30 Intersection Audits ●
- 14 Sidewalks — —
- 9 Complete Streets — —
- 7 Signal Upgrades ●
- 4 Bicycle Fix It Racks ●
- 11 Traffic Calming/Crosswalks ●
- 3 Bicycle Facilities —
- 1 Pedestrian Bridge ●



Traffic Calming

- Ardennes Avenue and Wainwright Avenue
- Lemay Road & Ridgway Avenue
- Twinbrook Parkway & Meadow Hall Drive
- Wootton Parkway & Glenn Mill Road
- Wootton Parkway & Longhill Drive



Crosswalks

- Crabb Avenue at Longwood Drive
- Frederick Avenue at Moore Drive
- First Street and Lynn Court
- Greenplace Terrace at Fallsmead Elementary School
- S. Fallsmead Way at Horizon Hill Park
- W. Edmonston Drive at Ritchie Parkway



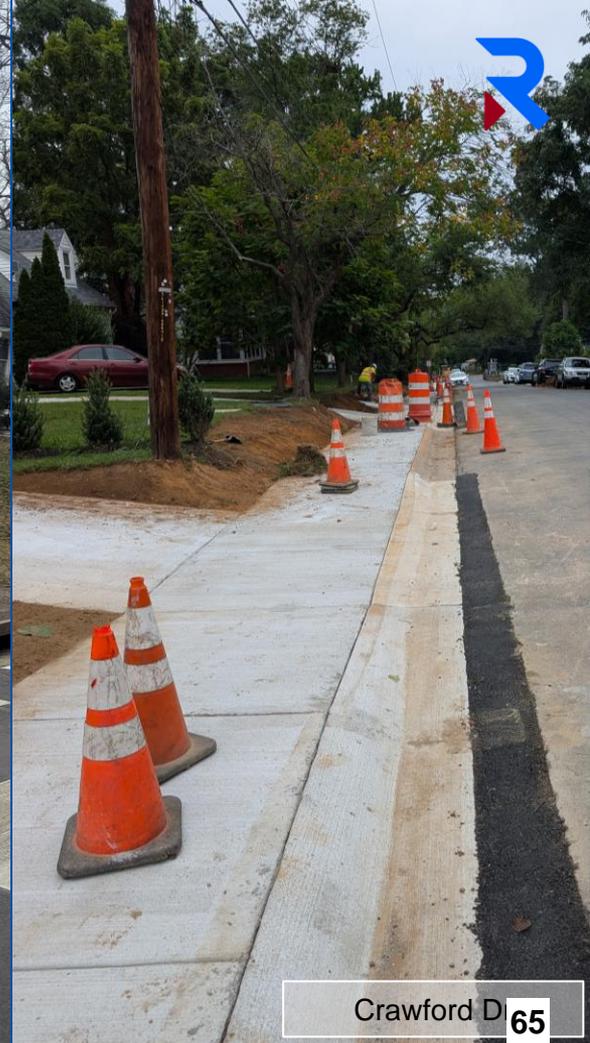
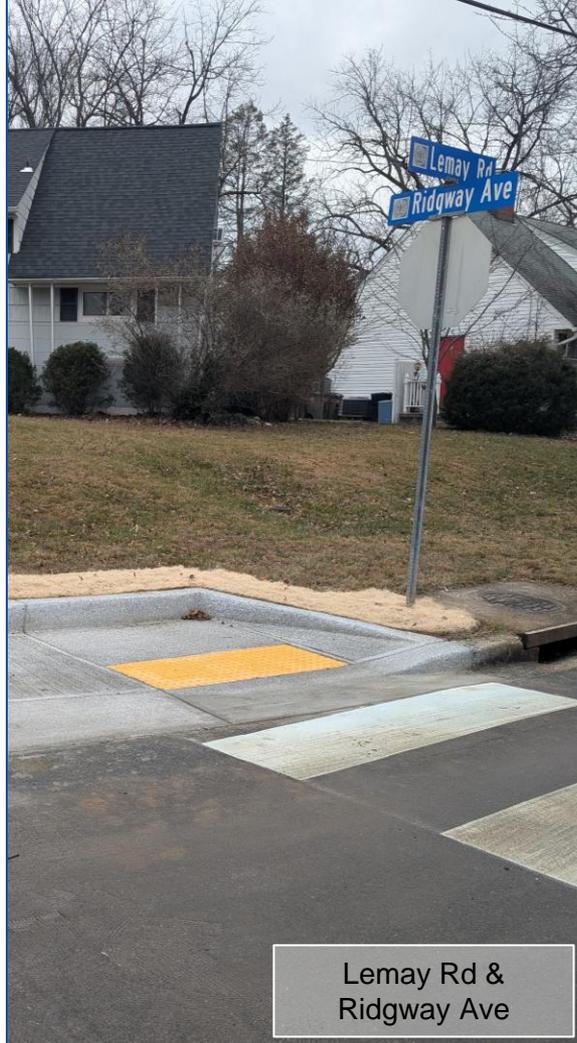
Greenplace Ter &
Fallsmead Elementary



Ritchie Pkwy &
W Edmonston Dr

PROWAG

- Public Right-of-Way Accessibility Guidelines
- DPW program to reconstruct curb ramps and aprons
- Updated facilities July-December 2025
 - 99 curb ramps
 - 322 driveway aprons



Sidewalks

- **Recently Completed**
 - Brooke Drive
 - Crawford Drive
 - Gail Avenue
 - Potomac Valley Road
 - Welsh Park Drive
- **Design**
 - Carr Avenue
 - Charles Street
 - Frederick Avenue
 - Highland Avenue
 - Midway Avenue
 - Nelson Street



Brooke Drive

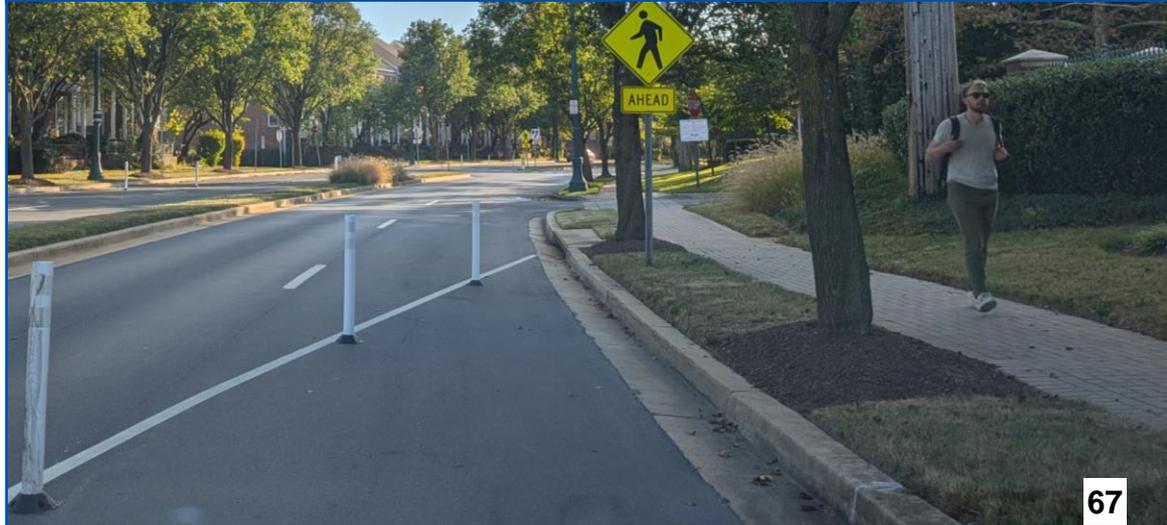


Welsh Park
Drive 66



Redland Boulevard Demonstration Project

- Repurposed Outside Lanes
- Sept. 21 – Oct.17, 2025
- Findings
 - Reduction in speed citations and travel speeds
 - Underutilized on-street Parking
 - Traffic congestion
- Results shared with community
- Future pedestrian improvement evaluations



Bicycle Facilities

Recently Completed

- Fix-it Racks

Concept Plans

- Fleet Street and Monroe Street Complete Streets
- Scott Drive - Viers Drive Shared Use Path

Planned Projects

- Research Boulevard Shared Use Path
- Maryvale Park to Redgate Park Shared Use Path



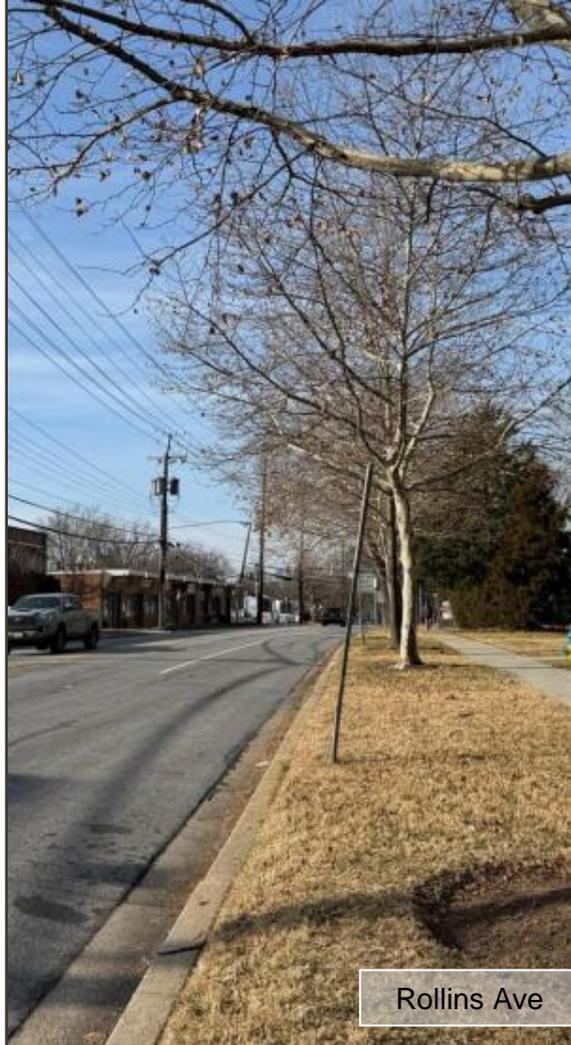
Complete Streets

Design Ongoing

- Stonestreet Corridor – N. Stonestreet Avenue & Park Road

Study Ongoing

- Rollins Avenue



Neighborhood Access and Equity

- Twinbrook Pedestrian & Bicycle Bridge
- Phase 1
 - Feasibility Study
 - Cost Benefit Analysis
 - Public Outreach
- Current Status
 - Request for Proposal Closed



Halpine Rd 70



SS4A

- Intersections Safety Audits
 - 20 State Intersections
 - 10 City Intersections
- Current Status
 - Coordination with state regarding crash reports
 - Project kick-off - Spring 2026



Jurisdictional Coordination

- MDOT Quarterly Coordination Meeting
 - State Roadway projects
 - Intersection Reviews
 - Safe Streets and Roads for All
- Maryland Transit Administration
 - Federal Rail Administration grant application
- MCDOT Ride On
 - Bus Stop Audit





Thank you!





MAYOR AND COUNCIL Meeting Date: March 2, 2026
Agenda Item Type: CONSENT
Department: PW - CONSTRUCTION MANAGEMENT
Responsible Staff: DAN STEVENS

Subject

Authorize the City Manager to Execute a Contract with Espina Paving, Inc., M.T. Laney Co., Inc., and Manuel Luis Construction Co., Inc. for Asphalt Maintenance Responsive to IFB #08-26, in an Amount Not to Exceed \$6,000,000

Department

PW - Construction Management

Recommendation

Staff recommends that the Mayor and Council award IFB #08-26, Requirements Contract for Asphalt, Paving, Patching, Milling and Related Maintenance Work to the three lowest responsive and responsible bidders: (1) Espina Paving, Inc. of Woodbridge, VA; (2) M.T. Laney Co., Inc. of Eldersburg, MD; and (3) Manuel Luis Construction Co., Inc. of Silver Spring, MD in the aggregate amount not-to-exceed \$6,000,000 through December 31, 2026, with four one-year extensions not to exceed \$6,000,000 per annum, contingent upon funding.

Discussion

The Department of Public Works uses contractors on an as-needed basis to perform general construction, installation, removal and replacement of damaged asphalt infrastructure at various locations throughout the city.

The items listed in the contract are intended to cover the types of work performed, but do not oblige the City with specific amounts of work to bidders. The purpose of awarding to multiple bidders is to ensure sufficient labor resources are available to accomplish the work in an efficient and timely manner.

Mayor and Council History

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

Procurement

Staff prepared and publicly advertised IFB #08-26 on October 7, 2025, in accordance with Rockville City Code section 17-61. IFB #08-26 was posted on the City's website and electronically provided to 338 prospective bidders via the State of Maryland's e-Maryland Marketplace Advantage (eMMA) system. Of the 338 prospective bidders, using the new systems reporting capabilities, 164 were Disadvantaged Business Enterprises (DBE), 163 were

Minority Business Enterprises (MBE), and 58 were Veteran Small Business Enterprises (VSBE). A pre-bid meeting was held on October 14, 2025.

Sealed bids were received and opened on November 4, 2025. The following bids were received:

Vendor	MFD-V Status	Location	Bid Amount
Espina Paving, Inc.	MFD-V	Woodbridge, VA	\$1,403,900.00
M.T. Laney Co., Inc.	Non-MFD-V	Eldersburg, MD	\$1,557,040.00
Manuel Luis Construction Co., Inc.	MFD-V	Silver Spring, MD	\$1,683,200.00
Francis O. Day Co., Inc.	Non-MFD-V	Rockville, MD	\$1,716,671.00
E & R Services Inc.	MFD-V	Lanham, MD	\$1,948,481.00
Finley Asphalt & Sealing LLC	Non-MFD-V	Bristow, VA	\$2,041,644.50

The bid amounts shown are based on estimated quantities and are for bid evaluation purposes only, and do not reflect an obligation by the City for specific amounts of work to specified bidders.

Staff reviewed all references and the experience of the three (3) lowest bidders and found them to be satisfactory.

In accordance with Section 17-39 of the Rockville City Code, Awarding Authority, (a) all contracts involving more than two hundred fifty thousand dollars (\$250,000) shall be awarded by the Mayor and Council.

The following contracts are attached:

Espina Paving, Inc. (Attachment 1)

M.T. Laney Co. Inc. (Attachment 2)

Manuel Luis Construction Co., Inc. (Attachment 3)

All other associated documents may be accessed at the links below:

Solicitation:

[IFB 08-26](#)

Bid Documents:

[Espina Paving, Inc.](#)

[M.T. Laney Co., Inc.](#)

[Manuel Luis Construction Co., Inc.](#)

Bid Tabulation:

[IFB 08-26 Bid Tabulation](#)

Fiscal Impact

There is sufficient funding for this award through a variety of CIP projects, including, but not limited to:

- Asphalt Repair & Replacement: FY21-FY25 (TA26) - Attachment 4.
- Pedestrian & Bicycle Safety: FY26-FY30 (TD26) - Attachment 5.
- Sidewalks: FY26-FY30 (TE26) - Attachment 6.
- And other CIP projects and operating functions as appropriate and needed.

Funding beyond the current fiscal year is subject to Mayor and Council appropriations.

Next Steps

Upon approval of the award by the Mayor and Council, the Procurement Department will issue contracts, secure bonds and insurance, and issue purchase orders to Espina Paving, Inc., M.T. Laney Co., Inc., and Manuel Luis Construction Co., Inc.

Attachments

Attachment 1 - Construction Contract IFB 08-26 RV-Espina Paving Inc - Final Draft 20260205,
Attachment 2 - Construction Contract IFB 08 26 RV MT Laney Co Inc - Final Draft 20260205,
Attachment 3 - Construction Contract IFB 08-26 RV-Manuel Luis Construction - Final Draft 20260205,
Attachment 4 - Asphalt Repair & Replacement: FY21-FY25 (TA26), Attachment 5 - Pedestrian & Bicycle Safety: FY26-FY30 (TD26), Attachment 6 - Sidewalks: FY26-FY30 (TE26)

**ROCKVILLE, MARYLAND
CONSTRUCTION CONTRACT**

ASPHALT PAVING, PATCHING, MILLING AND RELATED MAINTENANCE WORK

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**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the “**Mayor and Council**” or “**City**”), and **ESPINA PAVING, INC.**, a Virginia corporation qualified to conduct business in the State of Maryland (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 corporation duly organized and in good standing in the state of Virginia, 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**, the Mayor and Council desires to procure, on behalf of the Department of Public Works, a pre-qualified call list of contractors available to perform the rehabilitation of damaged asphalt streets, including but not limited to asphalt patching and base repairs, milling, repaving with hot mix asphalt, and the removal and replacement of thermoplastic street markings and speed humps at various locations throughout the City, and other maintenance needs on a pre-scheduled basis and as needs arise as it serves the best interest of the City; and
- D. WHEREAS**, in accordance with the City of Rockville Procurement Ordinance, on October 7, 2025, the Department of Procurement issued IFB #08-26 for asphalt paving, patching, milling and related maintenance work; and
- E. WHEREAS**, in accordance with the Procurement Ordinance, on November 4, 2025, the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #08-26, including the bid submitted by Espina Paving, Inc., and on November 4, 2025, in accordance with the Procurement Ordinance, the Department of Procurement determined Espina Paving, Inc. to be among the three lowest responsive and responsible bidders; and
- F. WHEREAS**, on _____, 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 IFB #08-26. 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 Administrator. 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 #08-26 – Project Drawings
4. IFB #08-26 – Special Provisions
5. IFB #08-26 – Technical Specifications
6. IFB #08-26 – General Terms, Conditions, and Instructions to Bidders
7. IFB #08-26 – Appendices, Announcement, Description and General Information
8. Espina Bid
9. City of Rockville Notice to Proceed
10. City of Rockville Task Order
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 Espina Paving, Inc., a corporation which was organized under the laws of Virginia which submitted the Espina 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 Contract or an associated Task Order 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 pursuant to a Task Order, 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 #08-26” means the Invitation for Bids #08-26 issued by the Department of Procurement on October 7, 2025.

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

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

“Project” means the cumulative asphalt paving, patching, milling, and related maintenance work referenced in IFB #08-26 at the rates represented on the Espina Bid and to be described with more particularity in one or more Task Orders.

“Project Administrator” means the Senior Construction Project Administrator for the City of Rockville, or such other City staff person as may be designated by the Director of the City’s Department of Public Works to supervise a 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 a Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

“Substantial Completion” means a 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 IFB #08-26.

“Task Order” means a written list provided by the City to the Contractor of work to be completed in accordance with Construction Contract terms, including a start and completion date.

“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 a 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 on December 31, 2026. Upon satisfactory service the City reserves the right to renew the Contract for a period not to exceed four (4) additional one (1) year periods, by notifying Contractor of such extension and confirmation of pricing in writing at least 60 days before December 31, 2026 and subject to Mayor and Council appropriation of adequate funds.

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

Dan Stevens, Chief of Construct Management
dstevens@rockvillemd.gov; 240-314-8552

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

Section 2.03. Work. Contractor herein is among a prequalified call list of contractors to perform Work as needed at agreed prices. The City will be purchasing construction services for a wide range of needs for multiple City properties. Each property has its own unique set of challenges in terms of property characteristics. Whenever possible work will be scheduled ahead of time but there may also be circumstances of emergent, immediate need.

There is no guarantee of Work under this Contract. The City reserves the right to schedule Work with any or all of selected Contractors at the sole discretion of the City as it serves the best interest of the City. Just as there is no guarantee of Work, Contractor is not required to accept a Task Order. Contractor may decline a Task Order without risk of being removed from the call list.

Section 2.04. Performance of Work. The Contractor agrees to perform all Work required for Final Completion of a Project, as specified in the Contract Documents and any associated Task Order. 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) Task Order and Notice to Proceed.

Contractor will receive a written notification of work to be completed (“**Task Order**”) and will be initiated by the issuance of a Notice to Proceed.

- i. The Project Administrator will issue a request for services by providing the Contractor
 - (i) the task needed and service required
 - (ii) the location where the work will be

- performed and the Contractor Services provided, and (iii) a detailed preliminary timeline for the scope of work, subject to the terms of this Agreement.
- ii. The Contractor will acknowledge the request via email within 48 hours of the date of request.
 - iii. The Contractor will respond in writing within 8 business days of the date of request by providing to the City a quote confirming the task needed and service required, location, timeline for performance and quote consistent with the Bid Pricing Form and indicating the Contract Time is reasonable for performing the Work and that the Contractor is able to perform the Work within the Contract Time (“**Contractor Quote**”) OR indicate the specific additional time needed to respond, and will provide a quote as described within that timeframe.
 - iv. Upon receipt and if acceptable, the Project Administrator will provide the Contractor with a City of Rockville Notice to Proceed (“**Notice to Proceed**”) and attach the Contractor Quote. All changes including, without limitation, scope and timeline must be communicated to the Project Administrator and if acceptable confirmed by the supplemental Notice to Proceed.
 - v. Contractor shall, subject to any extension of time in accordance with the provisions of this Construction Contract, achieve Final Completion of a Project within the timeframe indicated in the Task Order.
 - vi. Any work performed outside the scope of a written Notice to Proceed is at Contractor’s risk and faces the probability of delayed or denied payment.
 - vii. Any agreements or stipulations in a request for services or response that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

(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.

(c) 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 Administrator 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 Administrator 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 Administrator 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.

(d) 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 Administrator 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 #08-26.

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Administrator 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.

(e) 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 #08-26. 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.

(f) 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.

(g) 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 all Projects in compliance with the Contract Documents an amount not-to-exceed **Two Million and 00/100 DOLLARS (\$2,000,000.00)** 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 Administrator 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 Administrator 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) All Applications for Payment shall be forwarded to the following address:

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 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

No retainage will be withheld from monthly payments unless deemed necessary by the Chief of Construction Management. Should the Contractor fail to keep up

with clean-up and restoration work, if deemed necessary by the Chief of Construction Management, 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 #08-26, or as otherwise provided in IFB #08-26.

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 each Task Order, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders in IFB #08-26.

(ii) No retainage will be withheld from payment unless deemed necessary by the Chief of Construction Management.

(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 Administrator:

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 Administrator.

(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 Administrator 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 Administrator 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 Administrator 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 Administrator.

(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 Administrator 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 Administrator such reports concerning the Work as the Project Administrator 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 Administrator 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

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**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 #08-26, 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 corporation 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 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

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**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:

Jose Roubin, Jr., President
Espina Paving, Inc.
15441 Farm Creek Drive
Woodbridge, Virginia 22191
Telephone: (703) 491-9101

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 (3rd) 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:

City of Rockville
Dan Stevens
Chief, Construction Management
telephone: (703) 491-9100

Espina Paving, Inc.
Kraig Bolte
kbolte@espinapaving.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

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

ESPINA PAVING, INC.,
a Virginia corporation

By: _____
Jose Roubin, Jr., President

DRAFT

EXHIBIT A
 BID PRICING FORM

INVITATION FOR BID #08-26

**SECTION V:
 BID PRICING FORM**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE BID SUBMITTAL

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 PERFORM THE WORK AS DESCRIBED AND SPECIFIED IN THIS IFB DOCUMENT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS.

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	SURFACE MILL UP TO ½-INCH* BELOW GUTTER EDGE, FULL WIDTH OF STREET. <u>READ DETAILED DESCRIPTION OF BID ITEM#1</u>	S. Y.	70,000	1.50	105,000.00
2	FULL DEPTH SURFACE MILL UP TO 2-INCHES BELOW GUTTER EDGE, FULL WIDTH OF STREET. <u>READ DETAILED DESCRIPTION OF BID ITEM#2</u>	S. Y.	12,000	3.25	39,000.00
3	MISCELANEOUS ASPHALT BASE PATCHING	TON	1,200	142.00	170,400.00
4	FURNISH & PLACE ¾-INCH THICK MDSHA PG64-22 4.75mm (LEVEL 2) HMA SURFACE MIX AS SPECIFIED	TON	4,000	170.00	680,000.00

EXHIBIT A
 BID PRICING FORM

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
5	FURNISH & PLACE 2-INCH THICK MDSHA PG64-22 12.5MM (LEVEL 2) HMA SURFACE MIX AS SPECIFIED	TON	1,200	140.00	168,000.00
6	FURNISH & PLACE GRADED AGGRETAGE BASE (GAB) FOR PATCH SUBGRADE	TON	180	100.00	18,000.00
7	PHYSICALLY ADJUST MANHOLES TO FINISHED GRADE	EACH	35	500.00	17,500.00
8	PHYSICALLY ADJUST WATER VALVE BOXES TO FINISHED GRADE	EACH	75	100.00	7,500.00
9	PROVIDE & INSTALL TEMPORARY TAPE FOR LANE STRIPPING AND STOP BARS AS DIRECTED BY INSPECTOR	L. F. /4-INCH WIDTH	6,000	1.00	6,000.00
10	INSTALLATION OF SPEED-HUMPS	EACH	3	2,000.00	6,000.00
11	PROVIDE VARIABLE MESSAGE SIGN (VMS)	EACH/PER DAY	70	250.00	17,500.00
12	FURNISH & INSTALL 5-INCH WIDE THERMOPLASTIC LONGITUDINAL LANE LINES (WHITE AND YELLOW)	L. F.	18,000	3.00	54,000.00
13	FURNISH & INSTALL 12-INCH & 24-INCH WIDE THERMOPLASTIC LINES (WHITE)	S. F.	3,000	15.00	45,000.00
14	FURNISH & INSTALL VARIOUS THERMOPLASTIC ARROWS, LETTERS & SYMBOLS	S. F.	500	12.00	6,000.00
ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL

EXHIBIT A
 BID PRICING FORM

15	FURNISH & INSTALL GREEN PAVEMENT MARKINGS FOR BICYCLE LANES	S.F.	3,200	20.00	64,000.00
GRAND TOTAL					1,403,900.00

Write the Total Bid Price for the IFB 08-26 REQUIREMENTS CONTRACT FOR ASPHALT PAVING, PATCHING, MILLING & RELATED MAINTENANCE WORK in words:

One Million Four Hundred Three Thousand Nine Hundred Dollars and no / cents

By submitting this offer I acknowledge receipt of and incorporation into this offer of the following Addenda (check each applicable box):

Addendum #1 , Addendum #2 , Addendum #3 , Addendum #4 , Addendum #5 , Addendum #6

NAME & ADDRESS OF MDSHA APPROVED ASPHALT PLANT:

F.O. Day - 13900 Meeting House Road Rockville, MD

Laurel Asphalt - 5401 Van Dusen Rd, Calverton, MD

CONTRACT DURATION

This contract will begin 10 working days from the date of issuance of a notice to proceed OR January 01, 2026, whichever is first and shall run with the CALENDAR YEAR to December 31, 2026. The City, at its sole option, may continue this Contract for a maximum of four (4) one-year options. Each running with the calendar year from January 01, to December 31 of each calendar year from 2027 through 2030.

Confirm your ability to meet the above schedule. YES NO

This bid and its Firm Fixed Prices shall remain valid until December 31, 2026 for acceptance by the City.

The City of Rockville reserves the right to reject any or all bids, offer or proposals, to waive informalities, and to accept all or any part of any bid, offer proposal as they may deem to be in the best interest of the City of Rockville.

I hereby certify that I have read and understand the requirements of this Invitation for Bid No 08-26 and, that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this Invitation for Bids.

COMPLETE AND RETURN WITH BID

**ROCKVILLE, MARYLAND
CONSTRUCTION CONTRACT**

ASPHALT PAVING, PATCHING, MILLING AND RELATED MAINTENANCE WORK

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**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the “**Mayor and Council**” or “**City**”), and **M.T. LANEY CO., INC.**, a Maryland corporation qualified to conduct business in the State of Maryland (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 corporation duly organized and in good standing in the state of Virginia, 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**, the Mayor and Council desires to procure, on behalf of the Department of Public Works, a pre-qualified call list of contractors available to perform the rehabilitation of damaged asphalt streets, including but not limited to asphalt patching and base repairs, milling, repaving with hot mix asphalt, and the removal and replacement of thermoplastic street markings and speed humps at various locations throughout the City, and other maintenance needs on a pre-scheduled basis and as needs arise as it serves the best interest of the City; and
- D. WHEREAS**, in accordance with the City of Rockville Procurement Ordinance, on October 7, 2025, the Department of Procurement issued IFB #08-26 for asphalt paving, patching, milling and related maintenance work; and
- E. WHEREAS**, in accordance with the Procurement Ordinance, on November 4, 2025, the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #08-26, including the bid submitted by M.T. Laney Company, Inc., Inc. (“**MT Laney Bid**”), and on November 4, 2025, in accordance with the Procurement Ordinance, the Department of Procurement determined M.T. Laney Company, Inc. to be among the three lowest responsive and responsible bidders; and
- F. WHEREAS**, on _____, 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 IFB #08-26. 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 Administrator. 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 #08-26 – Project Drawings
4. IFB #08-26 – Special Provisions
5. IFB #08-26 – Technical Specifications
6. IFB #08-26 – General Terms, Conditions, and Instructions to Bidders
7. IFB #08-26 – Appendices, Announcement, Description and General Information
8. MT Laney Bid
9. City of Rockville Notice to Proceed
10. City of Rockville Task Order
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 M.T. Laney Company, Inc., a corporation which was organized under the laws of Maryland which submitted the MT Laney 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 Contract or an associated Task Order 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 pursuant to a Task Order, 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 #08-26” means the Invitation for Bids #08-26 issued by the Department of Procurement on October 7, 2025.

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

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

“Project” means the cumulative asphalt paving, patching, milling, and related maintenance work referenced in IFB #08-26 at the rates represented on the MT Laney Bid and to be described with more particularity in one or more Task Orders.

“Project Administrator” means the Senior Construction Project Administrator for the City of Rockville, or such other City staff person as may be designated by the Director of the City’s Department of Public Works to supervise a 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 a Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

“Substantial Completion” means a 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 IFB #08-26.

“Task Order” means a written list provided by the City to the Contractor of work to be completed in accordance with Construction Contract terms, including a start and completion date.

“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 a 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 on December 31, 2026. Upon satisfactory service the City reserves the right to renew the Contract for a period not to exceed four (4) additional one (1) year periods, by notifying Contractor of such extension and confirmation of pricing in writing at least 60 days before December 31, 2026 and subject to Mayor and Council appropriation of adequate funds.

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

Dan Stevens, Chief of Construct Management
dstevens@rockvillemd.gov; 240-314-8552

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

Section 2.03. Work. Contractor herein is among a prequalified call list of contractors to perform Work as needed at agreed prices. The City will be purchasing construction services for a wide range of needs for multiple City properties. Each property has its own unique set of challenges in terms of property characteristics. Whenever possible work will be scheduled ahead of time but there may also be circumstances of emergent, immediate need.

There is no guarantee of Work under this Contract. The City reserves the right to schedule Work with any or all of selected Contractors at the sole discretion of the City as it serves the best interest of the City. Just as there is no guarantee of Work, Contractor is not required to accept a Task Order. Contractor may decline a Task Order without risk of being removed from the call list.

Section 2.04. Performance of Work. The Contractor agrees to perform all Work required for Final Completion of a Project, as specified in the Contract Documents and any associated Task Order. 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) Task Order and Notice to Proceed.

Contractor will receive a written notification of work to be completed (“**Task Order**”) and will be initiated by the issuance of a Notice to Proceed.

- i. The Project Administrator will issue a request for services by providing the Contractor
 - (i) the task needed and service required
 - (ii) the location where the work will be

- performed and the Contractor Services provided, and (iii) a detailed preliminary timeline for the scope of work, subject to the terms of this Agreement.
- ii. The Contractor will acknowledge the request via email within 48 hours of the date of request.
 - iii. The Contractor will respond in writing within 8 business days of the date of request by providing to the City a quote confirming the task needed and service required, location, timeline for performance and quote consistent with the Bid Pricing Form and indicating the Contract Time is reasonable for performing the Work and that the Contractor is able to perform the Work within the Contract Time (“**Contractor Quote**”) OR indicate the specific additional time needed to respond, and will provide a quote as described within that timeframe.
 - iv. Upon receipt and if acceptable, the Project Administrator will provide the Contractor with a City of Rockville Notice to Proceed (“**Notice to Proceed**”) and attach the Contractor Quote. All changes including, without limitation, scope and timeline must be communicated to the Project Administrator and if acceptable confirmed by the supplemental Notice to Proceed.
 - v. Contractor shall, subject to any extension of time in accordance with the provisions of this Construction Contract, achieve Final Completion of a Project within the timeframe indicated in the Task Order.
 - vi. Any work performed outside the scope of a written Notice to Proceed is at Contractor’s risk and faces the probability of delayed or denied payment.
 - vii. Any agreements or stipulations in a request for services or response that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

(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.

(c) 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 Administrator 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 Administrator 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 Administrator 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.

(d) 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 Administrator 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 #08-26.

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Administrator 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.

(e) 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 #08-26. 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.

(f) 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.

(g) 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 all Projects in compliance with the Contract Documents an amount not-to-exceed **Two Million and 00/100 DOLLARS (\$2,000,000.00)** 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 Administrator 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 Administrator 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) All Applications for Payment shall be forwarded to the following address:

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 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

No retainage will be withheld from monthly payments unless deemed necessary by the Chief of Construction Management. Should the Contractor fail to keep up

with clean-up and restoration work, if deemed necessary by the Chief of Construction Management, 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 #08-26, or as otherwise provided in IFB #08-26.

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 each Task Order, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders in IFB #08-26.

(ii) No retainage will be withheld from payment unless deemed necessary by the Chief of Construction Management.

(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 Administrator:

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 Administrator.

(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 Administrator 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 Administrator 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 Administrator 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 Administrator.

(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 Administrator 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 Administrator such reports concerning the Work as the Project Administrator 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 Administrator 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

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**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 #08-26, 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 corporation 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 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

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**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:

Michael L. Laney, President
M.T. Laney Company, Inc.
5941 Bartholow Road, Suite A
Eldersburg, MD 21784
Telephone: (410) 795-1761

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 (3rd) 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:

City of Rockville
Dan Stevens
Chief, Construction Management
Telephone: (703) 491-9100

M.T. Laney Company, Inc.
Darrell Hamm, Project Manager
Emergency # 410-795-1761

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

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

M.T. LANEY CO., INC.,
a Maryland corporation

By: _____
Michael L. Laney, President

DRAFT

EXHIBIT A
 BID PRICING FORM

INVITATION FOR BID #08-26

**SECTION V:
 BID PRICING FORM**
**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE BID
 SUBMITTAL**

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 PERFORM THE WORK AS DESCRIBED AND SPECIFIED IN THIS IFB DOCUMENT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS.

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	SURFACE MILL UP TO ½-INCH* BELOW GUTTER EDGE, FULL WIDTH OF STREET. <u>READ DETAILED DESCRIPTION OF BID ITEM#1</u>	S. Y.	70,000	*5.50	*385,000.00
2	FULL DEPTH SURFACE MILL UP TO 2-INCHES BELOW GUTTER EDGE, FULL WIDTH OF STREET. <u>READ DETAILED DESCRIPTION OF BID ITEM#2</u>	S. Y.	12,000	*6.95	*83,400.00
3	MISCELLANEOUS ASPHALT BASE PATCHING	TON	1,200	*155.00	*186,000.00
4	FURNISH & PLACE ¾-INCH THICK MDSHA PG64-22 4.75mm (LEVEL 2) HMA SURFACE MIX AS SPECIFIED	TON	4,000	*147.50	*590,000.00

EXHIBIT A
 BID PRICING FORM

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
5	FURNISH & PLACE 2-INCH THICK MDSA PG64-22 12.5MM (LEVEL 2) HMA SURFACE MIX AS SPECIFIED	TON	1,200	*97.75	*117,300.00
6	FURNISH & PLACE GRADED AGGREGATE BASE (GAB) FOR PATCH SUBGRADE	TON	180	*75.00	*13,500.00
7	PHYSICALLY ADJUST MANHOLES TO FINISHED GRADE	EACH	35	*500.00	*17,500.00
8	PHYSICALLY ADJUST WATER VALVE BOXES TO FINISHED GRADE	EACH	75	*275.00	*20,625.00
9	PROVIDE & INSTALL TEMPORARY TAPE FOR LANE STRIPPING AND STOP BARS AS DIRECTED BY INSPECTOR	L. F. /4-INCH WIDTH	6,000	*1.40	*8,400.00
10	INSTALLATION OF SPEED-HUMPS	EACH	3	*3250.00	*9,750.00
11	PROVIDE VARIABLE MESSAGE SIGN (VMS)	EACH/PER DAY	70	*125.00	*8,750.00
12	FURNISH & INSTALL 5-INCH WIDE THERMOPLASTIC LONGITUDINAL LANE LINES (WHITE AND YELLOW)	L. F.	18,000	*1.38	*24,840.00
13	FURNISH & INSTALL 12-INCH & 24-INCH WIDE THERMOPLASTIC LINES (WHITE)	S. F.	3,000	*11.70	*35,100.00
14	FURNISH & INSTALL VARIOUS THERMOPLASTIC ARROWS, LETTERS & SYMBOLS	S. F.	500	*16.47	*8,235.00
ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL

EXHIBIT A
 BID PRICING FORM

15	FURNISH & INSTALL GREEN PAVEMENT MARKINGS FOR BICYCLE LANES	S.F.	3,200	* 15.20	* 48,640.00
GRAND TOTAL					* 1,557,040.00

Write the Total Bid Price for the IFB 08-26 REQUIREMENTS CONTRACT FOR ASPHALT PAVING, PATCHING, MILLING & RELATED MAINTENANCE WORK in words:

ONE MILLION FIVE HUNDRED FIFTY SEVEN THOUSAND FORTY DOLLARS AND ZERO CENTS
 By submitting this offer I acknowledge receipt of and incorporation into this offer of the following Addenda (check each applicable box):

Addendum #1 , Addendum #2 , Addendum #3 , Addendum #4 , Addendum #5 , Addendum #6

NAME & ADDRESS OF MDSHA APPROVED ASPHALT PLANT: LANEY CONSTRUCTION
MATERIALS: 611 HOOPS MILL ROAD, WOODBIE, MD 21797

CONTRACT DURATION

This contract will begin 10 working days from the date of issuance of a notice to proceed OR January 01, 2026, whichever is first and shall run with the CALENDAR YEAR to December 31, 2026. The City, at its sole option, may continue this Contract for a maximum of four (4) one-year options. Each running with the calendar year from January 01, to December 31 of each calendar year from 2027 through 2030.

Confirm your ability to meet the above schedule. X YES _____ NO

This bid and its Firm Fixed Prices shall remain valid until December 31, 2026 for acceptance by the City.

The City of Rockville reserves the right to reject any or all bids, offer or proposals, to waive informalities, and to accept all or any part of any bid, offer proposal as they may deem to be in the best interest of the City of Rockville. I hereby certify that I have read and understand the requirements of this Invitation for Bid No 08-26 and, that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this Invitation for Bids.

COMPLETE AND RETURN WITH BID

**ROCKVILLE, MARYLAND
CONSTRUCTION CONTRACT**

ASPHALT PAVING, PATCHING, MILLING AND RELATED MAINTENANCE WORK

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**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the “**Mayor and Council**” or “**City**”), and **MANUEL LUIS CONSTRUCTION CO., INC.**, a Maryland corporation qualified to conduct business in the State of Maryland (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 corporation duly organized and in good standing in the state of Virginia, 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**, the Mayor and Council desires to procure, on behalf of the Department of Public Works, a pre-qualified call list of contractors available to perform the rehabilitation of damaged asphalt streets, including but not limited to asphalt patching and base repairs, milling, repaving with hot mix asphalt, and the removal and replacement of thermoplastic street markings and speed humps at various locations throughout the City, and other maintenance needs on a pre-scheduled basis and as needs arise as it serves the best interest of the City; and
- D. WHEREAS**, in accordance with the City of Rockville Procurement Ordinance, on October 7, 2025, the Department of Procurement issued IFB #08-26 for asphalt paving, patching, milling and related maintenance work; and
- E. WHEREAS**, in accordance with the Procurement Ordinance, on November 4, 2025, the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #08-26, including the bid submitted by Manuel Luis Construction Co., Inc. (“**Manuel Luis Bid**”), and on November 4, 2025, in accordance with the Procurement Ordinance, the Department of Procurement determined Manuel Luis Construction Co., Inc. to be among the three lowest responsive and responsible bidders; and
- F. WHEREAS**, on _____, 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 IFB #08-26. 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 Administrator. 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 #08-26 – Project Drawings
4. IFB #08-26 – Special Provisions
5. IFB #08-26 – Technical Specifications
6. IFB #08-26 – General Terms, Conditions, and Instructions to Bidders
7. IFB #08-26 – Appendices, Announcement, Description and General Information
8. Manuel Luis Bid
9. City of Rockville Notice to Proceed
10. City of Rockville Task Order
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 Manuel Luis Construction Co., Inc., a corporation which was organized under the laws of Maryland which submitted the Manuel Luis 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 Contract or an associated Task Order 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 pursuant to a Task Order, 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 #08-26” means the Invitation for Bids #08-26 issued by the Department of Procurement on October 7, 2025.

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

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

“Project” means the cumulative asphalt paving, patching, milling, and related maintenance work referenced in IFB #08-26 at the rates represented on the Manuel Luis Bid and to be described with more particularity in one or more Task Orders.

“Project Administrator” means the Senior Construction Project Administrator for the City of Rockville, or such other City staff person as may be designated by the Director of the City’s Department of Public Works to supervise a 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 a Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

“Substantial Completion” means a 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 IFB #08-26.

“Task Order” means a written list provided by the City to the Contractor of work to be completed in accordance with Construction Contract terms, including a start and completion date.

“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 a 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

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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 on December 31, 2026. Upon satisfactory service the City reserves the right to renew the Contract for a period not to exceed four (4) additional one (1) year periods, by notifying Contractor of such extension and confirmation of pricing in writing at least 60 days before December 31, 2026 and subject to Mayor and Council appropriation of adequate funds.

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

Dan Stevens, Chief of Construct Management
dstevens@rockvillemd.gov; 240-314-8552

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

Section 2.03. Work. Contractor herein is among a prequalified call list of contractors to perform Work as needed at agreed prices. The City will be purchasing construction services for a wide range of needs for multiple City properties. Each property has its own unique set of challenges in terms of property characteristics. Whenever possible work will be scheduled ahead of time but there may also be circumstances of emergent, immediate need.

There is no guarantee of Work under this Contract. The City reserves the right to schedule Work with any or all of selected Contractors at the sole discretion of the City as it serves the best interest of the City. Just as there is no guarantee of Work, Contractor is not required to accept a Task Order. Contractor may decline a Task Order without risk of being removed from the call list.

Section 2.04. Performance of Work. The Contractor agrees to perform all Work required for Final Completion of a Project, as specified in the Contract Documents and any associated Task Order. 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) Task Order and Notice to Proceed.

Contractor will receive a written notification of work to be completed (“**Task Order**”) and will be initiated by the issuance of a Notice to Proceed.

- i. The Project Administrator will issue a request for services by providing the Contractor
 - (i) the task needed and service required
 - (ii) the location where the work will be

- performed and the Contractor Services provided, and (iii) a detailed preliminary timeline for the scope of work, subject to the terms of this Agreement.
- ii. The Contractor will acknowledge the request via email within 48 hours of the date of request.
 - iii. The Contractor will respond in writing within 8 business days of the date of request by providing to the City a quote confirming the task needed and service required, location, timeline for performance and quote consistent with the Bid Pricing Form and indicating the Contract Time is reasonable for performing the Work and that the Contractor is able to perform the Work within the Contract Time (“**Contractor Quote**”) OR indicate the specific additional time needed to respond, and will provide a quote as described within that timeframe.
 - iv. Upon receipt and if acceptable, the Project Administrator will provide the Contractor with a City of Rockville Notice to Proceed (“**Notice to Proceed**”) and attach the Contractor Quote. All changes including, without limitation, scope and timeline must be communicated to the Project Administrator and if acceptable confirmed by the supplemental Notice to Proceed.
 - v. Contractor shall, subject to any extension of time in accordance with the provisions of this Construction Contract, achieve Final Completion of a Project within the timeframe indicated in the Task Order.
 - vi. Any work performed outside the scope of a written Notice to Proceed is at Contractor’s risk and faces the probability of delayed or denied payment.
 - vii. Any agreements or stipulations in a request for services or response that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

(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.

(c) 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 Administrator 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 Administrator 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 Administrator 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.

(d) 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 Administrator 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 #08-26.

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Administrator 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.

(e) 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 #08-26. 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 set off 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.

(f) 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.

(g) 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 all Projects in compliance with the Contract Documents an amount not-to-exceed **Two Million and 00/100 DOLLARS (\$2,000,000.00)** 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 Administrator 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 Administrator 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) All Applications for Payment shall be forwarded to the following address:

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 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

No retainage will be withheld from monthly payments unless deemed necessary by the Chief of Construction Management. Should the Contractor fail to keep up

with clean-up and restoration work, if deemed necessary by the Chief of Construction Management, 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 #08-26, or as otherwise provided in IFB #08-26.

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 each Task Order, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders in IFB #08-26.

(ii) No retainage will be withheld from payment unless deemed necessary by the Chief of Construction Management.

(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 Administrator:

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 Administrator.

(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 Administrator 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 Administrator 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 Administrator 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 Administrator.

(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 Administrator 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 Administrator such reports concerning the Work as the Project Administrator 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 Administrator 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 #08-26, 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 corporation 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 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:

Natalia Luis, Chairman and CEO
Manuel Luis Construction Co., Inc.
12200 Plum Orchard Dr., Suite 110
Silver Spring, MD 20904
Telephone: (410) 545-0641

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 (3rd) 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:

City of Rockville
Dan Stevens
Chief, Construction Management
Office: 240-314-8552

Manuel Luis Construction Co., Inc.
Walt Leizear
emergency telephone: (410) 301-4498
Walt.Leizear@mluisconstruction.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

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

MANUEL LUIS CONSTRUCTION CO., INC.,
a Maryland corporation

By: _____
Natalia Luis, Chairman and CEO

EXHIBIT A
 BID PRICING FORM

INVITATION FOR BID #08-26

**SECTION V:
 BID PRICING FORM**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE BID SUBMITTAL

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 PERFORM THE WORK AS DESCRIBED AND SPECIFIED IN THIS IFB DOCUMENT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS.

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	SURFACE MILL UP TO ½-INCH* BELOW GUTTER EDGE, FULL WIDTH OF STREET. <u>READ DETAILED DESCRIPTION OF BID ITEM#1</u>	S. Y.	70,000	\$7.50	\$525,000.00
2	FULL DEPTH SURFACE MILL UP TO 2-INCHES BELOW GUTTER EDGE, FULL WIDTH OF STREET. <u>READ DETAILED DESCRIPTION OF BID ITEM#2</u>	S. Y.	12,000	\$5.00	\$60,000.00
3	MISCELANEOUS ASPHALT BASE PATCHING	TON	1,200	\$60.00	\$72,000.00
4	FURNISH & PLACE ¾-INCH THICK MDSHA PG64-22 4.75mm (LEVEL 2) HMA SURFACE MIX AS SPECIFIED	TON	4,000	\$120.00	\$480,000.00

EXHIBIT A
 BID PRICING FORM

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
5	FURNISH & PLACE 2-INCH THICK MDSHA PG64-22 12.5MM (LEVEL 2) HMA SURFACE MIX AS SPECIFIED	TON	1,200	\$90.00	\$108,000.00
6	FURNISH & PLACE GRADED AGGRETAGE BASE (GAB) FOR PATCH SUBGRADE	TON	180	\$10.00	\$1,800.00
7	PHYSICALLY ADJUST MANHOLES TO FINISHED GRADE	EACH	35	\$3,000.00	\$105,000.00
8	PHYSICALLY ADJUST WATER VALVE BOXES TO FINISHED GRADE	EACH	75	\$920.00	\$69,000.00
9	PROVIDE & INSTALL TEMPORARY TAPE FOR LANE STRIPPING AND STOP BARS AS DIRECTED BY INSPECTOR	L. F. /4-INCH WIDTH	6,000	\$5.00	\$30,000.00
10	INSTALLATION OF SPEED-HUMPS	EACH	3	\$3,000.00	\$9,000.00
11	PROVIDE VARIABLE MESSAGE SIGN (VMS)	EACH/PER DAY	70	\$550.00	\$38,500.00
12	FURNISH & INSTALL 5-INCH WIDE THERMOPLASTIC LONGITUDINAL LANE LINES (WHITE AND YELLOW)	L. F.	18,000	\$3.20	\$57,600.00
13	FURNISH & INSTALL 12-INCH & 24-INCH WIDE THERMOPLASTIC LINES (WHITE)	S. F.	3,000	\$12.00	\$36,000.00
14	FURNISH & INSTALL VARIOUS THERMOPLASTIC ARROWS, LETTERS & SYMBOLS	S. F.	500	\$29.00	\$14,500.00
ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL

EXHIBIT A
 BID PRICING FORM

15	FURNISH & INSTALL GREEN PAVEMENT MARKINGS FOR BICYCLE LANES	S.F.	3,200	\$24.00	76,800.00
GRAND TOTAL					\$1,683,200.00

Write the Total Bid Price for the IFB 08-26 REQUIREMENTS CONTRACT FOR ASPHALT PAVING, PATCHING, MILLING & RELATED MAINTENANCE WORK in words:

One Million, Six Hundred Eighty Three Thousand, Two Hundred Dollars and Zero Cents

By submitting this offer I acknowledge receipt of and incorporation into this offer of the following Addenda (check each applicable box):

Addendum #1 , Addendum #2 , Addendum #3 , Addendum #4 , Addendum #5 , Addendum #6

NAME & ADDRESS OF MDSHA APPROVED ASPHALT PLANT:

M. Luis Products, LLC - 14811 Southlawn Lane, Rockville, Maryland 20857

CONTRACT DURATION

This contract will begin 10 working days from the date of issuance of a notice to proceed OR January 01, 2026, whichever is first and shall run with the CALENDAR YEAR to December 31, 2026. The City, at it's sole option, may continue this Contract for a maximum of four (4) one-year options. Each running with the calendar year from January 01, to December 31 of each calendar year from 2027 through 2030.

Confirm your ability to meet the above schedule. YES NO

This bid and its Firm Fixed Prices shall remain valid until December 31, 2026 for acceptance by the City.

The City of Rockville reserves the right to reject any or all bids, offer or proposals, to waive informalities, and to accept all or any part of any bid, offer proposal as they may deem to be in the best interest of the City of Rockville. I hereby certify that I have read and understand the requirements of this Invitation for Bid No 08-26 and, that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this bid/offer document and any contract(s) and/or other transactions required by award of this Invitation for Bids.

COMPLETE AND RETURN WITH BID

Asphalt Repair & Replacement: FY26-FY30 (TA26)



Description: This sustainable program resurfaces streets, including milling, base asphalt repairs, and restriping. The city currently maintains approximately 370 lane-miles (or 162 center-line miles) of streets. Pavement Condition Index (PCI) scores will provide an objective rating of current road conditions and be used to efficiently plan future work. This program is currently funded on a 12-year cycle, as degradation to the road and the cost to repair the damage increases significantly after approximately 12 years.

Changes from Previous Year: None.

Current Project Appropriations

Prior Appropriations:	-
Less Expended as of 4/15/25:	-
Total Carryover:	-
New Funding:	4,340,000
Total FY 2026 Appropriations:	4,340,000

Guiding Principle: Stewardship of the Env. and Infrastructure

Mandate/Plan: Vision Zero Action Plan; 2017 Bikeway Master Plan

Anticipated Project Outcome: Safe and smooth city streets.

Project Timeline and Total Cost by Type: No change.

Type	Estimated Start		Estimated Completion		Estimated Cost (FY 2026 through FY 2030 only)			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	-	-	-	-	-	-	-	-
Construction	FY 2026	FY 2026	FY 2030	FY 2030	23,043,000	23,043,000	-	-
Other	-	-	-	-	-	-	-	-
Project Total (\$):					23,043,000	23,043,000	-	-

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

Source	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
Paygo (Cap)	-	4,340,000	4,470,000	4,605,000	4,743,000	4,885,000	-	23,043,000
Total Funded (\$)	-	4,340,000	4,470,000	4,605,000	4,743,000	4,885,000	-	23,043,000
Unfunded (Cap)	-	-	-	-	-	-	-	-
Total w/Unfunded (\$)	-	4,340,000	4,470,000	4,605,000	4,743,000	4,885,000	-	23,043,000

Operating Cost Impact: No measurable impact.

Fund	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
General	-	-	-	-	-	-	-	-

Project Manager: Dan Stevens, Chief of Construction Management, 240-314-8552.

Notes: FY 2026 work includes rehabilitation of approximately 31 lane miles of city streets. Budget is based on a 12-year cycle of approximately 1/12 of the city's total inventory of streets each year, and includes a projected cost escalation factor of 3 percent. The schedule of streets is posted on the city's website: www.rockvillemd.gov/street-repairs.

Pedestrian and Bicycle Safety: FY26-FY30 (TD26)



Description: This project develops and constructs pedestrian and bicycle safety facilities associated with the Vision Zero Action Plan and the Bikeway and Pedestrian master plans. It includes feasibility analyses, design work, and construction of new pedestrian and bicycle traffic control devices and facilities. When available, federal and State grant resources will be used.

Changes from Previous Year: None.

Current Project Appropriations

Prior Appropriations:	-
Less Expended as of 4/15/25:	-
Total Carryover:	-
New Funding:	471,200
Total FY 2026 Appropriations:	471,200

Guiding Principle: Public Safety

Mandate/Plan: Vision Zero Action Plan; 2017 Bikeway Master Plan; 2023 Pedestrian Master Plan; Guidelines for Neighborhood Traffic Management

Anticipated Project Outcome: Streets that are safer and better connected for pedestrians, bicyclists, and transit riders.

Project Timeline and Total Cost by Type: No change.

Type	Estimated Start		Estimated Completion		Estimated Cost (FY 2026 through FY 2030 only)			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	-	-	-	-	-	-	-	-
Construction	FY 2026	FY 2026	FY 2030	FY 2030	871,200	871,200	-	-
Other	-	-	-	-	-	-	-	-
Project Total (\$):					871,200	871,200	-	-

Project Funding: This project is fully funded. This project is considered a routine capital maintenance project and is funded in five year increments. The city will continue to apply for grants for this project. Grant funding of \$371,200 from the State Carbon Reduction Program funds the installation of bike share stations in Twinbrook.

Source	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
Paygo (Cap)	-	100,000	100,000	100,000	100,000	100,000	-	500,000
Grants (Cap)	-	371,200	-	-	-	-	-	371,200
Total Funded (\$)	-	471,200	100,000	100,000	100,000	100,000	-	871,200
Unfunded (Act)	-	-	-	-	-	-	-	-
Total w/Unfunded (\$)	-	471,200	100,000	100,000	100,000	100,000	-	871,200

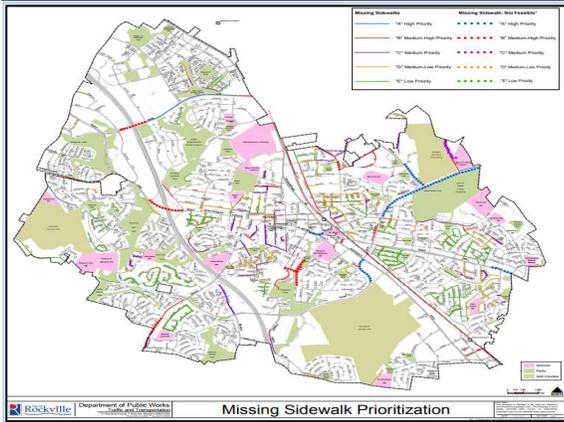
Operating Cost Impact: Signal maintenance, signs, line striping, repairs, stormwater management, and landscaping.

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

Project Manager: Bryan Barnett-Woods, Principal Transportation Planner, 240-314-8527.

Notes: FY 2026 work includes procuring and installing bike share stations in Twinbrook, and evaluating and designing a shared-use path along Research Boulevard.

Sidewalks: FY26-FY30 (TE26)



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

Changes from Previous Year: None.

Current Project Appropriations

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

Guiding Principle: Public Safety

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

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

Project Timeline and Total Cost by Type: No change.

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

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

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

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

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

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

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



MAYOR AND COUNCIL Meeting Date: March 2, 2026
Agenda Item Type: CONSENT
Department: PW - TRAFFIC & TRANSPORTATION
Responsible Staff: ANDREW LUETKEMEIER

Subject

Authorization for the City Manager to Execute Amendment 1 to the Grant Agreement Between the City and the Maryland Energy Administration for the Streetlight and Outdoor Lighting Efficiency FY2024 Grant Program

Department

PW - Traffic & Transportation

Recommendation

Staff recommends that the Mayor and Council authorize the City Manager to execute Amendment 1 to the grant agreement between the city and the Maryland Energy Administration for the Streetlight and Outdoor Efficiency FY2024 Grant Program.

Discussion

The city applied for and was awarded \$130,600 from the Maryland Energy Administration (MEA) as part of their FY2024 Streetlight and Outdoor Lighting Efficiency (SOLE) grant program. This grant is used to supplement funding for phase 3 of the city's LED Streetlight Conversion capital improvements program (CIP). Phase 3 of the CIP is scheduled to convert roughly 700 city-owned streetlights and is the final phase of the overall project.

The SOLE grant agreement (Attachment 2) required all work to be completed by 10/27/25. This Amendment No. 1 (Attachment 1) extends the work period by one year to 10/27/26. No other terms of the grant agreement are modified by Amendment 1.

Mayor and Council History

This is the first time this agenda item has come before the Mayor and Council.

Next Steps

The City Manager will execute Amendment 1 to the grant agreement, extending the period of the grant and staff will send it to MEA.

Attachments

FY24_Extension_City_of_Rockville_Grant_SOLE_agreement_(1),
FY24_SOLE_GA_Mayor_and_Council_of_Rockville_GrantAgreement

**MARYLAND ENERGY ADMINISTRATION
STREETLIGHT AND OUTDOOR LIGHTING EFFICIENCY (SOLE)
FY2024 GRANT PROGRAM AGREEMENT
(Area of Interest 3)**

**STATE OF MARYLAND
MARYLAND ENERGY ADMINISTRATION**
1800 Washington Boulevard, Suite 755
Baltimore, Maryland 21230

(hereinafter “MEA”)

and

Mayor and City Council of Rockville
111 Maryland Avenue
Rockville, MD 20850

(hereinafter “Grantee”)

AMENDMENT No. 1

MEA and the Grantee entered into a Grant Agreement (Grant 2024-03-449S1) with a fully executed effective date of November 26, 2024 (“Grant Agreement”). The parties now desire to amend the Grant Agreement as described below, pursuant to Section 26 (entitled “Amendments to the Grant Agreement”) of the General Provisions (Attachment A of the Grant Agreement). All additions are shown in italics and all deletions are stricken.

Section 3 (Amount and Duration of the Grant), Part B. is amended as follows:

Unless an extension is permitted as described in Section 3 of the General Provisions (Attachment A), Grantee shall complete all work, as detailed in Attachment B, by no later than ~~October 27, 2025~~ *October 27, 2026*, with all required documentation under Section 5 completed and submitted to MEA as described in Section 2.C of the General Provisions.

All other terms of the Grant Agreement that are not hereby amended remain in full force and effect. If there is conflict between this amendment and the Grant Agreement or any earlier amendment, the terms of this amendment shall prevail.

The effective date of this amendment is the date upon which a fully executed version of this amendment is received by MEA, as evidenced by the MEA Date Stamp, above.

MAYOR AND CITY COUNCIL OF ROCKVILLE

Name: _____

Date: _____

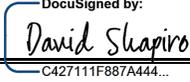
Title: _____

MARYLAND ENERGY ADMINISTRATION

By:  _____
Joanna Freeman
Assistant Division Director

Date: 2/5/2026

Approved for Form and Legal Sufficiency
this day 5th of February, 2026

By:  _____
David Shapiro
Assistant Attorney General, MEA

**MARYLAND ENERGY ADMINISTRATION
STREETLIGHT AND OUTDOOR LIGHTING EFFICIENCY (SOLE)
FY2024 GRANT PROGRAM AGREEMENT
(Area of Interest 3)**

**STATE OF MARYLAND
MARYLAND ENERGY ADMINISTRATION**
1800 Washington Boulevard, Suite 755
Baltimore, Maryland 21230

RECEIVED BY MEA
11/26/2024
jlm

(hereinafter “MEA”)

and

Mayor and Council of Rockville
111 Maryland Avenue
Rockville, MD 20850

(hereinafter “Grantee”)

PREMISES

The Maryland Energy Administration administers the Strategic Energy Investment Program set forth in Md. Code Ann. State Gov’t Art. §§ 9-20B-01 as a component of its overall mission to reduce energy demand and increase energy efficiency and the use of renewable energy resources. To support this mission, MEA renewed the Streetlight and Outdoor Lighting Efficiency Grant Program for 2024 (“FY24 SOLE”). The SOLE Program offers grants to incentivize investment to defray the cost of replacing less efficient pole-mounted fixtures used for the illumination of streets, parking lots, parks, athletic fields and other outdoor spaces, along with implementing certain lighting controls.

MEA issued a Funding Opportunity Announcement (FOA) for the SOLE FY24 Program that outlines eligibility criteria for Grant funds to be awarded on a first-come, first-served basis. The Grantee submitted an application to MEA that proposed a scope of work (“Project”) for Program grant funding conforming to the Program’s Area of Interest 3 (AOI.3), which defines luminaires eligible for grant funding as pole-mounted fixtures that illuminate vehicular or pedestrian rights of way, as well as parking lots.

MEA has evaluated Grantee’s application and has determined that Grantee is eligible to receive a Grant under the Program, subject to Grantee’s completion of the Project specified in Section 2, Project Description, and the Scope of Work (Attachment B) of this Grant Agreement, and subject to Grantee’s compliance with all requirements, terms, and conditions of this Grant Agreement and the Program.

NOW, THEREFORE, the parties hereby agree as follows:

1. Purpose of Grant

- A. The purpose of the Program is to provide funding to defray the cost of upgrading streetlight and outdoor lighting fixtures to energy-efficient LED technologies, as described in Attachment B, referenced in Section 2, below.

2. Project Description

- A. The Project is more specifically described in Attachment B, Scope of Work, which is incorporated and made a part of this Agreement. Attachment B shall not contain any terms or conditions other than a project description. If Attachment B contains any terms and conditions other than a project description, such terms and conditions are not incorporated into this agreement and are not agreed to by MEA. In the event of any conflicts between Attachment B and this Agreement, the terms of this Agreement shall control.

3. Amount and Duration of the Grant

- A. The Grant Award shall not be greater than One Hundred and Thirty Thousand Six Hundred Dollars (\$130,600) (“Grant Award”).
- B. Unless an extension is permitted as described in Section 3 of the General Provisions (Attachment A), Grantee shall complete all work, as detailed in Attachment B, by no later than October 27, 2025, with all required documentation under Section 5 completed and submitted to MEA as described in Section 2.C of the General Provisions.

4. Costs Eligible for Reimbursement

- A. Only those costs or expenditures associated with the Project’s design, permitting, construction, materials, or project management are eligible for reimbursement under this Grant based on the selected Area of Interest (AOI).
- B. The Grant award calculation value is awarded per fixture type, differentiated by area of interest (AOI) and by wattage of lamp type being replaced.
- C. Grantee is eligible to be reimbursed via their SOLE grant award for fixture upgrades as described in Attachment B per the following criteria:

AOI.1: Pole-mounted street lighting for any vehicular or pedestrian rights-of-way, as well as parking lots

AOI.2: Exterior pole-mounted lighting for athletic fields or parks

UTILIZATION CATEGORIES, POLE-MOUNTED FIXTURES ONLY:	AOI 1: Vehicular or pedestrian rights-of-way, as well as parking lots	AOI 2 Athletic Fields	AWARD VALUE
REPLACING EXISTING MV, MH or HPS LUMINAIRE UNDER 250 WATTS:	\$130,600		
REPLACING EXISTING MV, MH or HPS LUMINAIRE OVER 250 WATTS:			
TOTAL :			\$130,600
BONUS INCENTIVE			
FOR SOLAR POWERED LAMPS:			
FOR DIMMING OR MOTION CONTROL (NOT INCLUDING PHOTOCELLS):			
TOTAL FOR OPTIONAL CONTROLS:			
TOTAL FOR LUMINAIRES + OPTIONAL CONTROLS:			\$130,600

1. w = watts, used to describe the power capacity of individual luminaires

- D. Only the costs related to the scope of work (Attachment B) and incurred by the Grantee after the date on which MEA receives the final signed Grant Agreement are eligible for reimbursement under this Grant Agreement.
- E. The Grantee is required to provide a cost share of no less than 15% of the total Project cost. Under no circumstances shall the applicant receive reimbursement for more than 85% of the combined installed cost of luminaires and any optional controls.
- F. Reimbursement under this award, up to the maximum award amount described in Section 4c above, will be calculated based on the Grantee’s supporting invoice documentation depicting the actual installation of luminaires and any related per-fixture lighting controls.

5. Reporting and Reimbursement Requirements

- A. Grantee shall submit **one** reimbursement request at the completion of the Project. This reimbursement request shall report the number of luminaires and lighting controls being funded by the Project. The reimbursement request shall be made using the document referenced in **Attachment C**, “Streetlight and Outdoor Lighting Efficiency Reporting and Invoicing Form” for Fiscal Year 2024. The image in Attachment C is for reference purposes only; a fully-functional Excel version with instructions can be [downloaded](#) from the MEA website.
- B. Along with Attachment C, Grantee shall send MEA copies of third-party vendor invoices and equipment cut sheets to substantiate the purchase of

- the eligible luminaires and lighting controls for which the Grantee is seeking reimbursement by MEA. MEA may request additional documentation from the Grantee, which may include post-installation photos to substantiate the number, type, and wattage of the new fixtures.
- C. The Grantee shall submit their completed Attachment C with accompanying back-up documentation to lighting.mea@maryland.gov, with a copy (cc:) to the MEA Party Representative listed in Section 6.
 - D. MEA may request project status updates from the Grantee on a quarterly basis consisting of a brief description of Project-related procurement, construction, and invoicing activities. If MEA requests a quarterly update, an email will be sent from lighting.mea@maryland.gov to the Grantee Party Representative listed in Section 6 of this Agreement. The Grantee Party Representative shall reply within two weeks of any request.
 - E. The new lighting fixtures must be dark-sky certified, as identified at: <https://www.darksky.org/our-work/lighting/lighting-for-industry/fsa/fsa-products/> unless the applicant has received a waiver in writing from MEA.

6. **Party Representatives**

The following individuals shall have the authority to act under this Agreement for their respective parties, subject to all necessary approvals:

Jose Matos, Program Manager
Maryland Energy Administration
443-826-0530

(Or any such person as may be designated in writing by the Director of MEA.)

Andrew Luetkemeier, Principal Transportation Engineer
Mayor and Council of Rockville
240-314-8524

(Or any other person as may be designated in writing by the Grantee)

7. **General Provisions**

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

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

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

Mayor and Council of Rockville

By: Jeff Mihelich
~~Geoff Weinbau~~ Jeff Mihelich
~~Acting~~ City Manager

Date: 10/30/2024

MARYLAND ENERGY ADMINISTRATION

By: Jennifer Aiosa
Signed by: Jennifer Aiosa
FB7264DDCC67498...
Jennifer Aiosa
Chief of Staff

Date: 9/30/2024

Approved for Form and Legal Sufficiency

this 23d day of September, 2024

Michele Honick
DocuSigned by: Michele Honick
F72D04EACF0F43E...
Michele Honick
Assistant Attorney General

ATTACHMENT A**General Provisions****1. Definitions**

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

2. MEA Grant Timeframes

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

3. Extensions

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

4. Retention of documents

The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property, as well as reports, activity logs, timelines, estimated energy savings and/or generation, supporting documentation for any other expenses that are covered in whole or in part by any Grant funds, and any other information related to Grant activities for at least three years from the date that the Grantee receives final reimbursement from MEA. MEA, MEA’s representatives, the Department of Budget and Management, the State

Comptroller, and the Legislative Auditor may examine and audit this evidence on request, at any reasonable time within the retention period. In addition, the Grantee shall also make the worksite available to MEA or its representatives, upon request at any reasonable time, for at least three years from the date that the Grantee receives final reimbursement from MEA.

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

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

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

6. Subject to Funding Availability

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

7. Location within Maryland

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

8. Compliance with Grant Agreement

After review of the reports, requests for reimbursement, and any supporting documents or information requested by MEA, MEA shall make a final determination whether the Grantee has met all Program requirements, terms, and conditions, and shall process the Grant Award for payment as promptly as possible, if warranted. Grant funds shall not be provided for work that has yet to be performed; costs that have yet to be incurred or are not sufficiently documented; or costs that are inconsistent with the purpose, terms, and conditions of the Grant, as determined by MEA.

9. Disallowance of Grant Funds for Violation of Grant Agreement

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

10. Nondiscrimination Provision

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

11. Compliance with Relevant Certifications, Licenses, And Requirements

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

- (1) All work performed on behalf of the Grantee pursuant to a Grant Agreement shall be carried out by the Grantee's staff and contractors holding all necessary Maryland certifications and licenses.
- (2) Any business or non-profit organization operating in Maryland with which the Grantee contracts or partners to carry out the purposes of the Grant shall be registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable.
- (3) All work performed pursuant to a Grant shall comply with all applicable local, State, and federal building codes and other applicable laws and regulations.
- B. If MEA determines that any activity undertaken under the Grant Agreement is inconsistent with subsection A of this section, MEA may rescind the Grant or take any other appropriate action, as determined by MEA.

12. False Statement or Report

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

13. Historic Preservation Review

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

14. Maryland Saved Harmless

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

15. Environmental Standards and Liability

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

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

- (1) Give MEA immediate notice of the incident to the MEA Program Manager, or designee, providing as much detail as possible;
- (2) If requested by MEA, submit a written report to MEA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and

(3) Cooperate with MEA and its designated representatives or contractors with respect to investigation of the incident.

C. Subject to Section 14 and to the limits allowed by Maryland law, the Grantee shall be liable for: All environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and

(1) Any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

16. Liability Insurance

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

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

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

(2) The Grantee shall include in all of its contracts for work that is to be funded in whole or in part with grant funds provided by MEA a provision or provisions requiring all contractors to purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed, with minimum coverage of \$1,000,000 per occurrence. All insurance provided by the contractor must name MEA as an additional insured.

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

17. Monitoring and Evaluation

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

18. MEA Access to Project Site

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

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

fully satisfied.

- (2) Except as provided in paragraph (5) of this subsection, the Grantee shall allow MEA employees or representatives access to the Project Site to take photographs or video of the Project for MEA use, upon request by MEA.
- (3) Upon reasonable notice from MEA, the Grantee shall assist MEA in any efforts to remotely monitor and inspect the Project, including but not limited to supplying MEA with any relevant photograph or document.
- (4) Except as provided in paragraph (5) of this subsection, the Grantee shall participate in recorded remote monitoring of the Project to verify that Project requirements are fully satisfied, upon request by MEA.
- (5) MEA may in its sole discretion modify the requirements in paragraphs (2) and (4) of this subsection if the Grantee provides a written request due to concerns, including but not limited to security concerns.

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

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

19. Participation in Marketing and Public Events; Signage

- A. To the extent possible, and as requested by MEA, the Grantee shall participate in MEA- organized press events and host State government officials for visits and tours of the Project Site. MEA shall provide reasonable notice to the Grantee and coordinate with the Grantee prior to scheduling a press event or official visit.
- B. The Grantee shall reference MEA grant funds provided under this Agreement in any of its media coverage regarding the Project including but not limited to press releases or announcements and shall provide MEA with prior notice regarding any such media coverage.
- C. Within 90 days following the effective date of the Grant Agreement, the Grantee shall consult with MEA regarding the feasibility of displaying signage indicating MEA sponsorship of the Project. Based upon this consultation, MEA may require the Grantee to place signage indicating MEA's role in the Project in a prominent location and, if applicable, near the Project. If applicable, MEA may provide the official MEA logo for incorporation on existing Grantee- produced project signage and may elect to provide any required signage.

20. Use of Project Information

The Grantee understands and agrees that MEA may use information about the Project for reporting and marketing purposes, including but not limited to the project description, building type, energy measures, project costs, leveraged funds, energy and financial savings, and pictures and videos of the premises. MEA shall provide the Grantee an opportunity to review and consult with MEA to ensure that a written case study, photo, or video taken of its facility will not disclose confidential personal and/or business information.

21. Project Location Workforce Requirement

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

22. American Manufactured Goods

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

23. Maryland Law Prevails

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

24. Grant Agreement Binding on Successors and Assigns

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

25. Assignment or Transfer

The Grantee may not sell, transfer, or assign any of its obligations under the Grant Agreement, or its rights, title, or interest in the Grant Agreement, without further prior written consent of MEA.

26. Amendments to the Grant Agreement

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

27. Merger

The Grant Agreement and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

28. Non-waiver of Rights: Remedies

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

29. Attestations

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

A. The person is authorized to sign the Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth in the Agreement;

B. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States;

C. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee has engaged in any practice regarding this Grant that is inconsistent with General Provisions Article § 5-502, Annotated Code of Maryland;

D. The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or the Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making

of the Grant or the Agreement;

E. The Grantee, if a health or social welfare organization as defined by State Finance and Procurement Article § 7-403, Annotated Code of Maryland, shall keep financial records in accordance with uniform accounting standards, as more fully described in Section 7-403;

F. Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations; and

G. The Grantee is not in default on any financial obligation to the State or MEA.

ATTACHMENT B**SCOPE OF WORK**

Grantee applied for and was selected to receive an award under Area of Interest 3 (AOI.3) for replacement of high-pressure sodium lights with new LEDs: 653 units, resulting in a total kWh reduction of 105,920 kWh.. The Project shall be further limited to fixtures that are light emitting diodes (LED), or alternative technologies that consume equal or less energy than LED fixtures on a lumen-per-watt basis.

Under this Award, Grantee may replace no more than 653 streetlights, each rated at 250 watts or below. The Project shall occur in the State of Maryland, and eligible street lighting being upgraded shall be owned by Maryland-based entities, limited to non-profit organizations, counties or local governments, public school systems, community colleges, or State agencies. The lighting Project must be cost-effective, with the anticipated simple payback of the Project being less than the anticipated life of the equipment.

The Grantee's project will be executed at Rockville, MD 20850. The project, including locations, will conform to Grantee's application as submitted on March 6, 2024.

ATTACHMENT C

FY24 Reporting and Invoicing Form

The completion of the (Attachment C) is required.
It is a spreadsheet available for download via this [website](#):

FY24 SOLE Attachment C

FY24 Streetlight and Outdoor Lighting Efficiency (SOLE) Program
PAGE 1 OF 2
Reporting and Invoicing Form for Grantee's Defined Scope Attachment C

GRANTEE ORGANIZATION NAME AND FULL ADDRESS (Name and address must match Grant Agreement and W9 provided to MEA)	MEA GRANT #	GRANTEE FED. TAX ID# (Must match W9 provided to MEA)	NOTE: This invoice should be accompanied by proof of procurement (PDF copies of purchase orders, vendor invoices, or similar documentation) that clearly delineate equipment comprising the grantee's FY24 SOLE Defined Scope from any additional, concurrently procured equipment. Only Defined Scope equipment obtained via purchase orders/invoices dated AFTER MEA's notice of FY24 SOLE award are eligible for reimbursement. See the FY24 SOLE Program Funding Opportunity Announcement for definitions and other information.
GRANTEE REPORTING PERIOD	INVOICE #	FINAL INVOICE (YES/NO)	Was the grantee's Defined Scope installed concurrently with other equipment shown on the proof of procurement submitted with this invoice? "YES" box at left if YES. Please qualify accompanying purchase orders or invoices per directions on page 2 of this form. "NO" box at left if NO. Proof of procurement depicts Defined Scope only.

WATTS PER EXISTING POLE-MOUNTED FIXTURE: MERCURY VAPOR, METAL HALIDE, OR HIGH-PRESSURE SODIUM	AOL1 Incentive: Vehicular pedestrian rights-of-way, as well as parking lots		AOL2 Incentive: Athletic Fields	
	ENTER BELOW # of devices installed	Incentive level (\$/luminaire)	ENTER BELOW # of devices installed	Incentive level (\$/luminaire)
		Maximum incentive, prior to funding caps outlined in grant agreement		Maximum incentive, prior to funding caps outlined in grant agreement

REPLACING EXISTING MV, MH or HPS LUMINAIRE UNDER 250 WATTS	\$200	\$0		\$100	\$0
REPLACING EXISTING MV, MH or HPS LUMINAIRE AT OR OVER 250 WATTS	\$300	\$0		\$150	\$0
AOL1 Max Luminaire Incentive (A):	\$0		AOL2 Max Luminaire Incentive (B):	\$0	

BONUS INCENTIVES	AOL1 Incentive: Vehicular pedestrian rights-of-way, as well as parking lots			AOL2 Incentive: Athletic Fields		
	ENTER BELOW # of devices installed	Incentive level (\$/luminaire)	Maximum incentive, prior to funding caps outlined in grant agreement	ENTER BELOW # of devices installed	Incentive level (\$/luminaire)	Maximum incentive, prior to funding caps outlined in grant agreement
Solar powered lamps		\$100	\$0		\$100	\$0
Dimming or motion control devices (not including photocells)		\$60	\$0		\$60	\$0
AOL1 Maximum Bonus		\$0		AOL2 Maximum Bonus		\$0
E	PRELIMINARY SOLE INCENTIVE: \$0			Calculation based only on the \$/unit incentives above [A+B+C+D]		

PROJECT COST & INCENTIVE INFORMATION	ENTER BELOW:	Comments
F MAXIMUM POSSIBLE AWARD AMOUNT		Must match section 4C of Grant Agreement
G TOTAL PROJECT COSTS		Equipment, materials, and labor before any incentives
H UTILITY INCENTIVES		If applicable

I OTHER STATE OR FEDERAL INCENTIVES	Besides funding from MEA
--	--------------------------

Eligible Costs Calculations (as calculated by the)	Comments
CHECK: IS THE PRELIMINARY SOLE INCENTIVE CALCULATION (E) LESS THAN THE MAXIMUM POSSIBLE AWARD AMOUNT (F)?	No
J CALCULATION: MAXIMUM AWARD AMOUNT PRIOR TO APPLICATION OF THE 85% SPENDING CHECK	\$0.00 If the cell immediately above J is YES, J is the Max. MEA incentive labeled E; if NO, Max MEA incentive is capped at F.)
K CALCULATION: TOTAL MAXIMUM INCENTIVES FROM ALL SOURCES:	\$0.00 MAXIMUM AWARD AMOUNT PRIOR TO 85% SPENDING (J) + utility incentive (H) + other state or federal incentives(I) = [J+H+I]
L CALCULATION: What % is incentives of the overall project costs? (K/G)	#DIV/0! Program caps the incentives at 85% of total costs. If this value (L) is greater than 0.85, the reimbursable amount available from MEA will be reduced so that total incentives (MEA+utility+other) do not exceed 85% of total project costs.
M CHECK: IS THE TOTAL MAXIMUM INCENTIVES FROM ALL SOURCES (K) less than or equal to 85% of the total project costs?	#DIV/0! Explanation: If YES, J is the maximum incentive that can be disbursed; if NO, the MEA provided incentive will need to be reduced so that the total incentives do not exceed 85% of total project costs.
N CALCULATION: FINAL INCENTIVE AVAILABLE FOR REIMBURSEMENT UNDER THIS SOLE AWARD:	#DIV/0! FY24 SOLE REIMBURSEMENT AMOUNT REQUESTED BY GRANTEE

The following applies only if Page 1 of this invoice indicates that
In any manner you find convenient, please annotate and append all proof of

1. Number and wattage of lamps installed
2. Installed costs of equipment depicted on the proof of procurer
3. Date of proof of procurement documents.
4. Location of installed fixtures, as described in the FY24 SOLE gra

SIGNATURE OF AUTHORIZED GRANTEE REPRESENTATIVE
Please print, sign, scan, and return this form with an electronic copy of this spreadsheet and supportin

Signature: _____ Date: _____
Full Name: _____ Title: _____

FY24 Streetlight and Outdoor Lighting Efficiency (SOLE) Program
PAGE 2 OF 2
Qualification of Proof of Procurement

The image above is for reference only



MAYOR AND COUNCIL Meeting Date: March 2, 2026
Agenda Item Type: CONSENT
Department: PW - ENGINEERING
Responsible Staff: YI KUO

Subject

Authorization for the City Manager to Execute Two Easements for Public Improvements and Water Meter on Parcel A-1 and Lot 2, MetroPlace at Twinbrook

Department

PW - Engineering

Recommendation

Staff recommends that the Mayor and Council authorize the City Manager to execute two proposed easements between the Mayor and Council of Rockville and Pulte Home Company, L.L.C., in conjunction with the 5906 Halpine Road redevelopment on Parcel A-1 and Lots 1 and 2, MetroPlace at Twinbrook.

Discussion

This item seeks Mayor and Council approval of, and authorization for, the City Manager to execute on its behalf the following grant of easements associated with the redevelopment at 5906 Halpine Road:

- 1) Grant of Public Improvements Easement
- 2) Grant of Water Meter Easement

A Project Plan (PJT2024-00019) for the proposed development of up to 36 two-over-two stacked residential condominium units was approved by the Mayor and Council at its meeting of September 9, 2024. A Level II Site Plan (STP2024-00474) to implement the Project Plan was approved by the Planning Commission at its meeting of October 9, 2024.

The Applicant, Pulte Home Company L.L.C., is required to provide easements and to subsequently obtain Public Works approvals and permits in accordance with the Project Plan and Site Plan approvals.

- 1) Grant of Public Improvements Easement

This item authorizes the City Manager to approve a Grant of Public Improvements Easement in accordance with the project's Site Plan requiring the Applicant to grant a minimum 1-foot Public Improvements Easement (PIE) adjacent to the public right-of-way for Ardennes Avenue.

The purpose of the Public Improvements Easement is to provide the area necessary for the City to access, maintain, repair, replace and inspect public sidewalks that abut the property. The additional one foot that is typically provided behind the sidewalk allows for excavation and form construction. The location of the proposed easement is shown in Attachment 1. The draft document is provided in Attachment 2, "Grant of Public Improvements Easement."

2) Grant of Water Meter Easement

This item authorizes the City Manager to approve a Grant of Water Meter Easement for the water meter vault servicing the residential buildings in areas not dedicated as right-of-way. The developer is required to locate the proposed water meter in an easement dedicated to the City and obtain Public Works approval and permits in accordance with the City's Water and Sewer Ordinance, Chapter 24, and Public Improvements Ordinance, Chapter 21.

The purpose of the Water Meter Easement is to grant the City rights to access, maintain, repair, replace, operate and inspect the City-owned water service line, water meter, vault and associated appurtenances. The location of the proposed easement is shown in Attachment 1. The draft document is provided in Attachment 3, "Grant of Water Meter Easement."

Mayor and Council History

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

Next Steps

If approved by Mayor and Council, the City Manager will ensure the execution of the following listed documents in a form substantially similar to the draft documents attached to this agenda and as approved by the City Attorney:

- 1) Grant of Public Improvements Easement
- 2) Grant of Water Meter Easement

The documents will be recorded in the Land Records of Montgomery County prior to issuance of associated Public Works permits.

Attachments

Attachment 1 - Site Plan Sketch of Proposed Easements.pdf, Attachment 2 - Grant of Public Improvements Easement.pdf, Attachment 3 - Grant of Water Easement.pdf

GRANT OF PUBLIC IMPROVEMENTS EASEMENT

THIS GRANT OF PUBLIC IMPROVEMENTS EASEMENT is made this _____ day of _____, 2025, by and between **Pulte Home Company, LLC**, a Michigan limited liability company (hereinafter referred to as “**Grantor**”), and **THE MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of the State of Maryland (the “**City**”).

WITNESSETH:

WHEREAS, the Grantor is the owner of certain real property located within Rockville, Maryland more particularly described on Exhibit A attached hereto and made a part hereof (the “**Subject Property**”); and

WHEREAS, the Grantor desires to develop the Subject Property in accordance with the terms and conditions of Site Plan No. STP 2024-00474 approved on October 9, 2024 (the “**Approvals**”); and

WHEREAS, Grantor intends to subdivide the Subject Property pursuant to the Approvals, and as a condition of said subdivision, the City requires certain easements for public improvements within the Subject Property; and

WHEREAS, it is the desire and intent of the Grantor to hereby establish across the Subject Property easements for the construction, maintenance, and use of a public sidewalk (collectively, the “**Public Improvements**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of complying with the Approvals, the Grantor and the City hereby agree as follows:

1. The foregoing recitals are incorporated herein and made a part hereof.
2. The Grantor hereby establishes, dedicates, and grants in perpetuity for the benefit of the City, its successors, transferees and assigns, and for the benefit of the public at large, non-exclusive easement over, across and through those portions of the Subject Property depicted on Exhibit B attached hereto and made a part hereof (the “**PIE Easement Areas**”) for the maintenance, repair, replacement, inspection and use of the Public Improvements.
3. The Grantor hereby further grants the City an easement and right of passage on, through, over, under and across the PIE Easement Areas for purposes of inspecting the Public Improvements and performing any necessary repairs, maintenance or reconstruction thereto.
4. The foregoing grants are made subject to the following terms, restrictions, and conditions:

A. Except as necessary or desirable in connection with construction of the Public Improvements, the Grantor shall not otherwise construct, nor permit to be constructed, any building or structure, or install any trees within the PIE Easement Areas without first obtaining the City's written permission unless shown on the Approvals.

B. The Grantor shall obtain all required permits and approvals for the installation of the Public Improvements (the “**Permits**”) and post all required bonds. The Grantor shall install the Public Improvements within the PIE Easement Areas consistent with the City standards and in accordance with the Permits.

C. Following the release of all Permits and bonds, it shall be City’s responsibility to inspect, maintain, repair and replace the Public Improvements as necessary. Other than the Public Improvements, the City shall have no responsibility to install, inspect, maintain, repair, or replace any trees, landscaping, or improvements within the PIE Easement Areas.

D. The Grantor reserves the right to grant such other easements, rights or privileges to such other persons or entities for the installation and repair of utilities, or for any other legal purpose, so long as such purposes do not substantially or materially interfere with the easements, obligations, understandings, and agreements established herein, and provided that all applicable City permits and approvals are first obtained.

5. The Grantor hereby certifies that there are no suits, liens, leases, mortgages or trusts affecting the Subject Property, other than those for which the holder in interest has signed this document or otherwise consented in writing to this Grant of Public Improvements Easement. The Grantor further certifies that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Public Improvements Easement have signed, or otherwise consented in writing, to this document.

6. All correspondence directed to the City may be sent c/o the Director of Public Works, copy to the Director of Planning and the City Attorney, at City Hall, 111 Maryland Avenue, Rockville, Maryland 20850-2364. All correspondence directed to the Grantor may be sent to:

Pulte Home Company, LLC
9302 Lee Highway, Suite 1000
Fairfax, VA 22031

7. The Grantor will warrant specially said Public Improvements Easement granted herein and will execute such further assurances as may be requisite.

8. This Grant of Public Improvements Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland.

9. All provisions of this Grant of Public Improvements Easement, including the benefits and burdens, shall touch, concern and run with the land, and shall inure to the benefit of and be binding upon the Grantor, the City, and each of their respective successors, transferees and assigns. In the event of a transfer by the Grantor of its interest in the Subject Property, the Grantor shall have no further liability under this Grant of Public Improvements Easement.

10. The Grantor does hereby agree to record this Grant of Public Improvements Easement in the Land Records of Montgomery County, Maryland at the Grantor's expense within ten (10) days following full execution of this instrument and shall provide the City with documentary proof of recordation within five (5) days following said recordation.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Declaration of Public Improvements Easement under seal on the date first written above.

GRANTOR:

PULTE HOME COMPANY, LLC, a
Michigan limited liability company

By: _____
Name: _____
Title: _____

WITNESS:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**

Print Name: _____

By: _____
Name: _____
Title: _____

Reviewed for legal sufficiency by:

Nicholas D. Dumais
Senior Assistant City Attorney

* * *

STATE OF: _____

*

COUNTY OF: _____

*

*

I HEREBY CERTIFY that on this ____ day of _____, 202_, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of _____, being authorized so to do, executed the foregoing instrument on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this ____ day of _____, 202_.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

STATE OF: _____

*

COUNTY OF: _____

*

*

I hereby certify that on this ____ day of _____, 202_, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that he/she, having been properly authorized, executed the same on behalf of the Mayor and Council of Rockville, Maryland in the capacity therein stated and for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 202_.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Return original instrument to:

Pulte Home Company
9302 Lee Highway, Suite 1000
Fairfax, VA 22031

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All of that certain parcel of land situated in the City of Rockville, Montgomery County, Maryland and described as follows:

The property acquired by Pulte Home Company, LLC, a Michigan limited liability company from Twinbrook Community Church, a Maryland non-profit corporation, by deed dated October 1, 2025 and recorded in Book 69704 at Page 255, and also being part of Parcel A-1, MetroPlace at Twinbrook, recorded as Plat No.~~, all among the Land Records of Montgomery County, Maryland.

EXHIBIT B

PLAN SHOWING PUBLIC IMPROVEMENTS EASEMENT AREAS

P.I.E. LINE TABLE		
NO.	BEARING	DISTANCE
P1	N31°40'07"W	23.94'
P2	N31°48'43"W	13.67'
P3	R=20.00' L=4.41' CB=S38°07'34"E CD=4.40'	
P4	N44°26'26"W	4.70'
P5	R=20.00' L=4.45' CB=N38°04'03"W CD=4.44'	
P6	N31°41'40"W	24.22'
P7	N32°18'46"W	26.57'
P8	N31°24'03"W	7.13'
P9	R=50.00' L=4.07' CB=N33°45'01"W CD=4.07'	
P10	N36°05'04"W	6.78'
P11	R=21.00' L=1.52' CB=S22°14'37"E CD=1.52'	
P12	N20°10'15"W	1.35'
P13	R=89.00' L=53.56' CB=S37°24'43"E CD=52.76'	

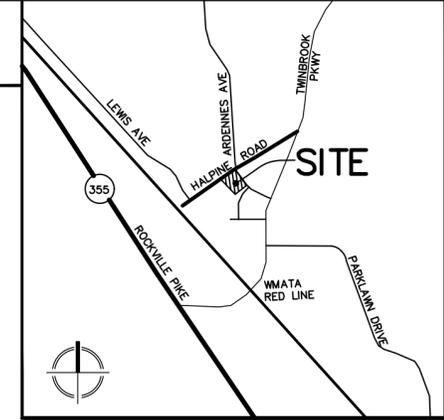
CURVE TABLE							
NO.	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	DELTA	
C1	25.00'	38.74'	24.48'	S76°10'46"E	34.98'	88°47'23"	
C2	635.00'	99.22'	49.71'	S36°15'38"E	99.12'	08°57'10"	
C3	1740.00'	60.30'	30.15'	N58°26'00"E	60.30'	01°59'08"	
C4	437.36'	30.25'	15.13'	N32°01'09"W	30.24'	03°57'45"	
C5	413.36'	28.48'	14.24'	N31°58'49"W	28.47'	03°56'50"	
C6	23.00'	11.46'	5.85'	N21°20'45"W	11.35'	28°33'24"	
C7	23.00'	12.57'	6.45'	N51°16'53"W	12.41'	31°18'52"	
C8	641.00'	98.95'	49.57'	N36°12'23"W	98.85'	08°50'41"	

Community Planning & Development Services
Received
November 24, 2025

PLAT NO. _____

AREA TABULATION

2 LOTS	34,445 SQ.FT. OR 0.7908 ACRES
PARCEL A-1	29,401 SQ.FT. OR 0.0749 ACRES
STREET DEDICATION	1,735 SQ.FT. OR 0.0398 ACRES
TOTAL AREA OF THIS PLAT	65,581 SQ.FT. OR 1.5055 ACRES



VICINITY MAP
SCALE: 1" = 2000'

OWNERS CERTIFICATE

WE, THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAT OF SUBDIVISION AND ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND WILL DEDICATE THE AREA SHOWN HEREON FOR PUBLIC STREET PURPOSES (A PORTION OF ARDENNES AVENUE).
FURTHERMORE, WE AS OWNERS OF THIS SUBDIVISION, OUR SUCCESSORS AND ASSIGNS, WILL CAUSE ALL PROPERTY CORNER MARKERS AND ANY OTHER REQUIRED MONUMENTATION TO BE SET BY A MARYLAND PROFESSIONAL LAND OR PROPERTY LINE SURVEYOR IN ACCORDANCE CHAPTER 25, ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE.
FURTHERMORE, WE GRANT TO PEPCO, WASHINGTON GAS AND LIGHT COMPANY, AND VERIZON, AND TO THEIR RESPECTIVE SUCCESSORS, AGENTS AND ASSIGNS, A "10' PUBLIC UTILITY EASEMENT" DESIGNATED HEREON AS "P.U.E.", SAID EASEMENT BEING GRANTED WITH THE TERMS AND PROVISIONS SET FORTH IN A CERTAIN DOCUMENT ENTITLED "DECLARATION OF EASEMENT" RECORDED IN LIBER 3834 AT FOLIO 457 AMONG THE SAID LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, SAID TERMS AND PROVISIONS BEING INCORPORATED HEREIN BY THIS REFERENCE.
THERE ARE NO RECORDED SUITS, ACTIONS AT LAW, LIENS, LEASES, MORTGAGES OR TRUSTS AFFECTING THE PROPERTY INCLUDED IN THIS PLAT OF SUBDIVISION.

OWNER:
PULTE HOME COMPANY, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____ DATE _____
NAME: _____
TITLE: _____

NOTES

- 1.) THE SUBJECT PROPERTY IS LOCATED ON TAX ASSESSMENT MAP NO. G0563 WITH TAX ACCOUNT NOS. OF 04-00146900, ZONED RF-FZ AS OF DATE OF RECORDATION OF THIS PLAT.
- 2.) THE HORIZONTAL DATUM IS MARYLAND STATE PLANE GRID NAD83/2011.
- 3.) THIS SUBDIVISION RECORD PLAT IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING THE OWNERSHIP AND USE, NOR EVERY MATTER RESTRICTING THE OWNERSHIP AND USE, OF THE PROPERTY. THE SUBDIVISION RECORD PLAT IS NOT INTENDED TO REPLACE AN EXAMINATION OF TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.
- 4.) ALL TERMS, CONDITIONS, AGREEMENTS, LIMITATIONS, AND REQUIREMENTS ASSOCIATED WITH ANY SITE PLAN, PROJECT PLAN OR OTHER PLAN ALLOWING DEVELOPMENT OF THIS PROPERTY, APPROVED BY THE CITY OF ROCKVILLE MAYOR AND COUNCIL AND PLANNING COMMISSION ARE INTENDED TO SURVIVE AND NOT BE EXTINGUISHED BY THE RECORDATION OF THIS PLAT, UNLESS EXPRESSLY CONTEMPLATED BY THE PLAN AS APPROVED. THE OFFICIAL PUBLIC FILES FOR ANY SUCH PLAN ARE MAINTAINED BY THE PLANNING COMMISSION AND AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS.
- 5.) THE PROPERTY IS SERVED BY CITY OF ROCKVILLE WATER AND SEWER ONLY.
- 6.) PARCEL A-1 SHOWN HEREON IS SUBJECT TO A STORMWATER MANAGEMENT EASEMENT AND MAINTENANCE AGREEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.
- 7.) PARCEL A-1 SHOWN HEREON IS SUBJECT TO A PUBLIC IMPROVEMENT EASEMENT (SHOWN HEREON AS P.I.E.) TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.
- 8.) THE SUBJECT PROPERTY IS SUBJECT TO A FOREST CONSERVATION EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT, SUBJECT TO A FOREST CONSERVATION PLAN.
- 9.) PARCEL A-1 SHOWN HEREON IS SUBJECT TO AN ACCESS EASEMENT AND MAINTENANCE AGREEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.
- 10.) PARCEL A-1 AND LOT 2 SHOWN HEREON ARE SUBJECT TO A WATER METER EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT TO THE BEST OF MY PROFESSIONAL ABILITY AND THAT IT IS A RESUBDIVISION OF THE PART OF THE LAND ACQUIRED BY PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, FROM TWINBROOK COMMUNITY CHURCH, A MARYLAND NON-PROFIT CORPORATION, DATED OCTOBER 1, 2025 AND RECORDED IN BOOK 69704 AT PAGE 255, AND ALSO BEING PARCEL A, HALPINE BAPTIST CHURCH, RECORDED IN PLAT BOOK 80 AS PLAT NO. 8189 ALL AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.
I FURTHER CERTIFY THAT, ONCE ENGAGED AS DESCRIBED IN THE OWNER'S CERTIFICATE HEREON, ALL PIPES SHOWN THUS WILL BE SET AT FINISHED GRADE, IN ACCORDANCE WITH CHAPTER 25, ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE. THE TOTAL AREA OF THIS PLAN OF SUBDIVISION IS 65,581 SQ.FT. OR 1.5055 ACRES SQUARE FEET LAND, OF WHICH 1,735 SQ. FT OR 0.0398 ACRES IS DEDICATED TO PUBLIC USE.

JOSHUA G. PRICE
PROFESSIONAL LAND SURVEYOR
MARYLAND NO. 21846
LICENSE EXPIRES: MAY 31, 2026

SUBDIVISION RECORD PLAT METROPLACE AT TWINBROOK LOTS 1, 2 AND PARCEL A-1 & STREET DEDICATION

(BEING A RESUBDIVISION OF PARCEL A,
HALPINE BAPTIST CHURCH, PLAT NUMBER 8189)
4TH ELECTION DISTRICT
CITY OF ROCKVILLE
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 30' DATE: NOVEMBER 13, 2025

Vika MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
Our Site Set on the Future. PLT2025-00642

LEGEND
L LIBER
F FOLIO
SQ.FT. SQUARE FEET
N NORTHING
E EASTING

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

THE CITY OF ROCKVILLE PLANNING COMMISSION
ROCKVILLE, MARYLAND
APPROVED _____
WITHOUT COMMITMENT TO THE INSTALLATION OF WATER, SEWER AND STREETS
CHAIR _____ CITY MANAGER _____

DATE RECORDED _____
PLAT NO. _____

DATE _____

Parcel Identifier No. 04-00146900

GRANT OF WATER METER EASEMENT

THIS GRANT OF WATER METER EASEMENT is made this _____ day of _____, 20__ by **Pulte Land Company, LLC**, a Michigan limited liability company (hereinafter referred to as the “**Grantor**”) for the benefit of the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of the State of Maryland, (hereinafter referred to as the “**City**”).

WITNESSETH:

WHEREAS, the Grantor is the owner of the real property located in the City of Rockville, Maryland hereinafter referred to as the “Subject Property,” described as follows:

The property acquired by Pulte Home Company, LLC, a Michigan limited liability company from Twinbrook Community Church, a Maryland non-profit corporation, by deed dated October 1, 2025 and recorded in Book 69704 at Page 255, and also being part of Parcel A-1, MetroPlace at Twinbrook, recorded as Plat No. [redacted], all among the Land Records of Montgomery County, Maryland.

WHEREAS, the Grantor desires to develop the Subject Property in accordance with the terms and conditions of Site Plan No. STP 2024-00474 approved on October 9, 2024 (the “**Approvals**”); and

WHEREAS, Grantor is required to grant to the City a certain water meter easement to serve the development subject to the Approvals.

NOW, THEREFORE, the Grantor, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of developing the Subject Property pursuant to the Approvals, does hereby grant and convey to the City, its successors and assigns, forever and in perpetuity, the non-exclusive water meter easement described in Exhibit A and shown on Exhibit B, attached hereto and made a part hereof (the “**Water Meter Easement Area**”) for the purposes set forth herein, together with the right of ingress and egress along, over, under, and through said easement for any and all such purposes.

The said easement is hereby intended to be granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to their proper use and benefit forever by the City, its successors and assigns.

The Grantor, for itself, its successors and assigns, covenants and agrees as follows:

FIRST: That the City, its representatives, successors, and assigns shall at all times have the right to use and enter upon the Water Meter Easement Area for the purpose of installation, construction, reconstruction, maintenance, repair, operation, and/or inspection of the underground water meter and appurtenances thereto including automated metering infrastructure. The City, its

representatives, successors, and assigns shall further have the right of ingress and egress to and from the Water Meter Easement Area, said ingress and egress to be made generally across the Subject Property from any adjacent public road or right-of-way, or along such other lines as the Grantor may designate and as may be acceptable to the City. The City shall exercise the foregoing rights in a manner that reasonably minimizes interference or disruption of the business operations of the Grantor, its successors and assigns, and the residents of the Subject Property.

SECOND: To the extent the Water Meter Easement Area or the ingress/egress area to the Water Meter Easement Area is disturbed by the City's exercise of its rights under this Grant of Water Meter Easement, the City, at its own expense, shall restore the Water Meter Easement Area and the ingress/egress area to its original condition, including the backfilling of trenches and reseeded of lawns and the replacement of basic paving materials, but not the replacement of shrubs, trees or other landscaping elements, or the replacement of paving materials not normally used by the City's Department of Public Works for public facilities with the public right of way, except to the extent such are damaged or destroyed as a result of the City's gross negligence or willful misconduct.

THIRD: That Grantor, without the prior written consent of the City, will neither perform nor permit upon or within the above described Water Meter Easement Area: (i) the erection or installation of any structure, building, or other improvements (excluding any fences); (ii) the excavation or filling of land; or (iii) the installation of trees. The Grantor shall be responsible for installing and maintaining any landscaping and nonstandard City Hardscaping within the Water Meter Easement Area. The Grantor shall be responsible for the repair, replacement, or reinstallation of any fence in the Water Meter Easement Area should the City need to access the Water Meter Easement Area to inspect, maintain, repair, or replace the Water System.

FOURTH: That all underground pipes, structures, equipment and appurtenances which are installed in the Water Meter Easement Area shall be and remain the property of the City, its successors, and assign.

FIFTH: That Grantor shall not use the Water Meter Easement Area, nor permit the Water Meter Easement Area to be used, in any manner that interferes with the free and unobstructed use thereof by the City and its representatives for the purposes contained herein.

SIXTH: That Grantor hereby warrants specially said Grant of Water Meter Easement and will execute such further assurances thereof as may be requisite.

SEVENTH: That Grantor hereby certifies that there are no suits, liens, leases, mortgages, or trusts affecting the Subject Property, other than those for which the holder in interest has signed this document or otherwise consented in writing to this Grant of Water Meter Easement. Grantor further certifies that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Water Meter Easement have signed or consented in writing to this document.

EIGHTH: This Grant of Water Meter Easement (including all terms, covenants and agreements contained therein) shall run with the title to the Subject Property and shall bind the Grantor and its executors, administrators, successors, and assigns.

WITNESS: hand and seal the day and year first hereinabove written.

WITNESS:

GRANTOR:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: _____
Name: _____
Title: _____

WITNESS:

CITY:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**

Print Name: _____

By: _____
Name: _____
Title: _____

Reviewed for legal sufficiency by:

Nicholas D. Dumais
Senior Assistant City Attorney

* * *

STATE OF: _____

*

*

COUNTY OF: _____

*

I HEREBY CERTIFY that on this _____ day of _____, 202_, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of _____, being authorized so to do, executed the foregoing instrument on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this _____ day of _____, 202_.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

STATE OF: _____ *

*

COUNTY OF: _____ *

*

I hereby certify that on this _____ day of _____, 202_, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that he/she, having been properly authorized, executed the same on behalf of The Mayor and Council of Rockville, Maryland in the capacity therein stated and for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 202_.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Return original instrument to:

Pulte Home Company
9302 Lee Highway, Suite 1000
Fairfax, VA 22031

**EXHIBIT A
OCTOBER 24, 2025
DESCRIPTION OF PART OF
METROPLACE AT TWINBROOK
PLAT NO. ~~
4TH ELECTION DISTRICT,
MONTGOMERY COUNTY, MARYLAND**

Being two (2) parts of the property acquired by Pulte Home Company, LLC, a Michigan limited liability company from Twinbrook Community Church, a Maryland non-profit corporation, by deed dated October 1, 2025 and recorded in Book 69704 at Page 255, and also being part of Parcel A-1 and Lot 2, MetroPlace at Twinbrook, recorded as Plat No.~~, all among the Land Records of Montgomery County, Maryland and being more particularly described in the datum of Maryland State Plane (NAD 83/11) as follows:

PART 1

Beginning for the same at a point on the curved plat line with an arc length of 60.30 feet with the radius of 1,740.00 feet, being 26.17 feet easterly from the westerly end of the aforesaid plat line of Parcel A-1, MetroPlace at Twinbrook, said point also being on the southwesterly public Right of Way line of Halpine Road, 60 foot wide, recorded as Plat No. 8189 among the aforesaid Land Records; thence running with said southwesterly public Right of Way line of Halpine Road

1. 5.00 feet along the arc of a non-tangent curve to the right having a radius of 1,740.00 feet and a chord bearing and distance of North 58° 23' 05" East, 5.00 feet to a point; thence leaving said southwesterly public Right of Way line of Halpine Road and running so as to cross and include a portion of the aforesaid Parcel A-1, the following seven (7) courses and distances
2. South 30° 14' 29" East, 9.88 feet to a point; thence
3. South 75° 14' 29" East, 2.90 feet to a point on a line; thence
4. North 59° 45' 31" East, 8.59 feet to a point on a line; thence
5. South 30° 14' 29" East, 5.00 feet to a point on a line; thence
6. South 59° 45' 31" West, 10.66 feet to a point on a line; thence
7. North 75° 14' 29" West, 7.05 feet to a point on a line; thence
8. North 30° 14' 29" West, 11.84 feet to the point of beginning, containing 127 square feet or 0.0029 acres of land as shown on Exhibit B attached herewith.

PART 2

Beginning for the same at a point on the North 59° 25' 33" East, 24.00 foot plat line of the aforesaid Parcel A-1, MetroPlace at Twinbrook, being 12.42 feet easterly from the westerly end thereof, said point also being on the southwesterly public Right of Way line of the aforesaid Halpine Road; thence running with

said southwesterly public Right of Way line of Halpine Road

1. North 59° 25' 33" East for a distance of 5.00 feet to a point; thence leaving said southwesterly public Right of Way line and running so as to cross and include a portion of the aforesaid Parcel A-1 and Lot 2, MetroPlace at Twinbrook, recorded as Plat No.~~ among the aforesaid Land Records, the following seven (7) course and distances
2. South 32° 13' 27" East, 2.66 feet to a point; thence
3. South 77° 13' 27" East, 10.70 feet to a point; thence
4. North 59° 18' 43" East, 8.83 feet to a point; thence
5. South 32° 13' 27" East, 5.00 feet to a point; thence
6. South 57° 46' 33" West, 10.67 feet to a point; thence
7. North 77° 13' 27" West, 15.17 feet to a point; thence
8. North 32° 13' 27" West, 4.87 feet to the point of beginning, containing 134 square feet or 0.0031 acres of land as shown on Exhibit B attached herewith.

The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section .08 and .12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

Date

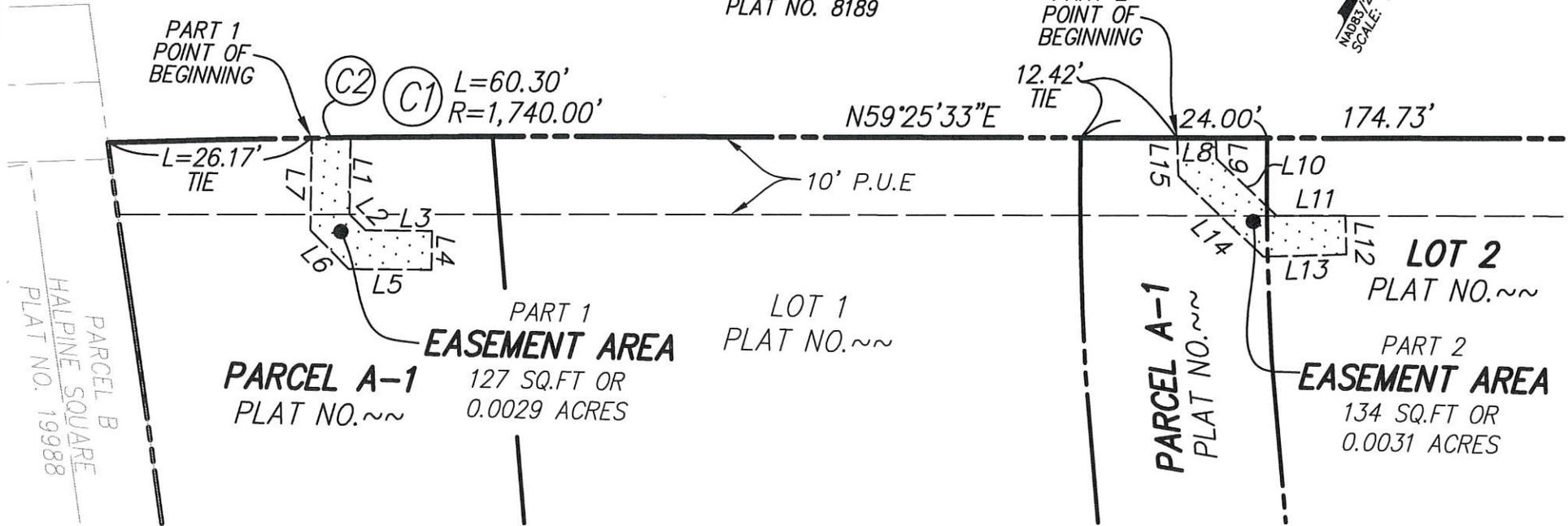
Joshua G. Price
Professional Land Surveyor
Maryland No. 21846
License Expires: May 31, 2026



LINE TABLE			CURVE TABLE						
NO.	BEARING	DISTANCE	NO	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	DELTA
L1	S30°14'29"E	9.88'	C1	1740.00'	60.30'	30.15'	N58°26'00"E	60.30'	01°59'08"
L2	S75°14'29"E	2.90'	C2	1740.00'	5.00'	2.50'	N58°23'05"E	5.00'	00°09'53"
L3	N59°45'31"E	8.59'							
L4	S30°14'29"E	5.00'							
L5	S59°45'31"W	10.66'							
L6	N75°14'29"W	7.05'							
L7	N30°14'29"W	11.84'							
L8	N59°25'33"E	5.00'							
L9	S32°13'27"E	2.66'							
L10	S77°13'27"E	10.70'							
L11	N59°18'43"E	8.83'							
L12	S32°13'27"E	5.00'							
L13	S57°46'33"W	10.67'							
L14	N77°13'27"W	15.17'							
L15	N32°13'27"W	4.87'							

HALPINE ROAD
 60 FOOT WIDE
 PLAT BOOK 54 PLAT NO. 4354
 PLAT NO. 8189

MAD83/2011
 SCALE: 1"=20'



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EXHIBIT B
METROPLACE
 PLAT NO. ~~~
 4TH ELECTION DISTRICT
 ROCKVILLE, MARYLAND



VIKA MARYLAND, LLC
 20251 Century Blvd., Suite 400
 Germantown, MD 20874
 301.916.4100 | vika.com
 Our Site Set on the Future.

DRAWN BY: ST
 DESIGNED BY: VIKA
 DATE ISSUED: 9/23/2025
 PROJECT No. VM50639
 SHEET No. 1 OF 1



MAYOR AND COUNCIL Meeting Date: March 2, 2026
Agenda Item Type: INTRODUCTION
Department: PW - TRAFFIC & TRANSPORTATION
Responsible Staff: ANDREW LUETKEMEIER

Subject

Introduction of an Ordinance Declaring 5,867 sq. ft. of Property Located at 301 Frederick Avenue to be No Longer Necessary for Public Use and Authorizing the Conveyance of Said Property to the 715 Douglass Avenue Property Owner for Nominal Consideration

Department

PW - Traffic & Transportation

Recommendation

Staff recommends that the Mayor and Council introduce the ordinance (Attachment 1) declaring 5,867 sq. ft. of property located at 301 Frederick Avenue to be no longer necessary for public use and authorizing the conveyance of said property to the 715 Douglass Avenue property owner for nominal consideration.

Discussion

On September 14, 1964, the owners of 715 Douglass Avenue, who are relatives of the current owner of the property, conveyed to the Mayor and Council of Rockville in fee simple for a nominal amount, the land described as Lot 1, in block numbered (2) in the subdivision known as "First Addition to Lincoln Park." This 7,340 sq. ft. parcel of land, located at the corner of Douglass Avenue and Frederick Avenue and having the address 301 Frederick Avenue is partially improved containing a sidewalk along Frederick Avenue and a Montgomery County Ride On bus stop. The current property owner of 715 Douglass Avenue has requested the city's consideration to convey the unused portion of the property back to her.

A Street Closing and Abandonment application was initially submitted by the property owner. However, after further review, staff determined that the request should instead be processed as a land conveyance rather than an abandonment. The portion of the property at issue is not currently designed right of way, and the City originally acquired the property in fee simple; therefore, it is more appropriate to convey the property back in the same manner. As a result, the application fee for the abandonment request has been returned to the property owner.

Even though this is not a Street Closing and Abandonment case, staff followed some of the same processes to determine that the land is no longer needed for public use. Staff sent out inquiries to utility companies about the property to see if there were any existing or any contemplated utilities to be placed on the parcel. No responses were received and the city has

no record of any existing utilities. Traffic and Transportation staff also coordinated with other staff members from other divisions of Public Works and in other city departments to determine if there was any public need for the land. Aside from the existing sidewalk and bus stop with a future shelter, there is no known need, and therefore, staff believes the unimproved portion of the parcel can be conveyed back to the property owner of 715 Douglass Avenue.

The parcel in question has been surveyed and divided to separate the improved section (north) to remain in city possession and the unimproved (south) to be conveyed back to the 715 Douglass Avenue property owner. Property descriptions, metes and bounds, and plats have been produced by a professional land surveyor to differentiate the two new parcels. The southern portion of the area that is proposed for conveyance, which is described in Attachment 2, totals 5,867 sq. ft. and starts generally one foot behind the existing sidewalk and the limits of a proposed concrete pad for a future bus shelter measuring 7'x12' along Frederick Avenue. The northern portion of the parcel, totaling 1,437 sq. ft. and contains the sidewalk and the future bus stop limits, will remain under the ownership of the Mayor and Council.

Article IV, Section 1.b(52) of the City's Charter authorizes the Mayor and Council to "convey any real or leasehold property when no longer needed for the public use, after having given at least twenty (20) days' public notice of the proposed conveyance." After this introduction of the ordinance to convey the stipulated land back to the property owner of 715 Douglass Avenue, city staff will proceed with public notice and come back to the Mayor and Council for adoption after the required 20-day notice period has ended.

Impact Statements

Equity

The conveyance to the current property owner of 715 Douglass Avenue for nominal consideration is equitable because it mirrors how the land was originally given to the city in 1964, which was from her relatives who owned the property at the time and gave it to the city for a nominal amount.

Environment

There are no known environmental advantages for the city to retain the land, nor are there any known environmental detriments by conveying the unused property back to the property owner of 715 Douglass Avenue.

Economy

The conveyance of the unneeded and unused property from the city to the adjacent property owner reduces the responsibility of any maintenance and liability for the city holding the land.

Mayor and Council History

This is the first time this agenda item has been presented to the Mayor and Council.

Public Notification and Engagement

In accordance with state law and the City's Charter, the Mayor and Council have authorization to sell property after having given at least twenty (20) days' public notice of the proposed conveyance. The advertisement for notice of this 20-day period will be included in *The Washington Post* and other outlets as recommended by the Communications and Community Engagement Division. In addition, written notice will be provided to any adjacent properties directly bordering this land.

Like the process of Street Closing and Abandonments, city staff has already reached out to the utility companies to ensure that the unused area is not currently occupied or proposed to be occupied by any public utilities and found that it is not needed for this purpose.

Next Steps

Following introduction of the ordinance, staff will provide formal notice of the conveyance with at least 20-day notice. After the required notice period, staff will come back to Mayor and Council for adoption of the ordinance declaring 5,867 sq. ft. of property located at 301 Frederick Avenue to be no longer necessary for public use and authorizing the conveyance of said property to the 715 Douglass Avenue property owner for nominal consideration.

Attachments

Douglas Ave Ordinance_2.19.26, Survey Files Combined - Attachment 2

Ordinance No. _____

ORDINANCE: To declare 5,867 square feet of property, more or less, located at 301 Frederick Avenue to be no longer necessary for public use and to authorize the conveyance of said property to the owner of 715 Douglass Avenue for nominal consideration

WHEREAS, on September 14, 1964, by deed recorded in the Land Records of Montgomery County Maryland at Liber 3289, Folio 444, Mabel Hill and Alice M. Mason, owners of property located at 715 Douglass Avenue, Rockville, MD, conveyed a parcel of land identified as “Lot 1, in block numbered (2) in the subdivision known as “FIRST ADDITION TO LINCOLN PARK,” in fee simple to the Mayor and Council of Rockville for nominal consideration; and

WHEREAS, said parcel, comprising 7,340 square feet of land, more or less, is addressed as 301 Frederick Avenue and located at the corner of Douglass Avenue and Frederick Avenue within the municipal boundaries of the City; and

WHEREAS, said parcel is partially improved with a sidewalk along Frederick Avenue and a Montgomery County Ride On bus stop; and

WHEREAS, the current owner of 715 Douglass Avenue, a relative of the owners of 715 Douglass Avenue in 1964, has requested that the City convey the unused portion of said parcel to her; and

WHEREAS, City staff has determined that a portion of said parcel, comprising 5,867 square feet and described in more detail in Exhibit A of this ordinance (the “Conveyance Area”), is currently unused by the City and is no longer needed for public use; and

WHEREAS, consistent with Section 5-204 of the Local Government Article of the Maryland Annotated Code, Article IV, Section 1.b(52) of the Rockville City Charter authorizes the Mayor and Council to “convey any real or leasehold property when no longer needed for the public use, after having given at least twenty (20) days’ public notice of the proposed conveyance”; and

WHEREAS, after introduction of this ordinance, notice of the proposed conveyance of the Conveyance Area to the owner of 715 Douglass Avenue was published in a newspaper of general circulation in the City of Rockville at least 20 days before the date of this ordinance’s adoption.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, that:

1. The Conveyance Area, comprising 5,867 square feet, more or less, and described in more detail in Exhibit A of this ordinance, is no longer needed for public use; and
2. The City Manager is authorized to convey the Conveyance Area to the owner of 715 Douglass Avenue for nominal consideration by executing a deed of conveyance in a form approved by the Office of the City Attorney.

I hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Mayor and Council at its meeting of

_____.

Ordinance No. _____

-3-

Sara Taylor-Ferrell
City Clerk/Director of Council Operations

Exhibit "A"

Description of a

Residue of the property now or formerly of

**The Mayor and Council of Rockville,
a municipal corporation**

Liber 3289 Folio 444

**Rockville (4th) District
Montgomery County, Maryland**

Being a strip or parcel of land, hereinafter described as being part of the property acquired by **The Mayor and Council of Rockville, a municipal corporation**, from Mabel Hill and Alice M. Mason, by deed dated September 14, 1964 and recorded among the Land Records of Montgomery County, Maryland in Liber 3289 at Folio 444, said strip or parcel also being known as Lot 1, Block 2, as shown on a plat entitled, "First Addition to Lincoln Park", said plat being recorded among said Land Records in Plat Book B-35, all being more particularly described in the Maryland State Plane Datum, NAD83 (2011) as follows

Beginning for the same at an iron pipe found at the southerly end of the Southeasterly corner of said Lot 1, Block 2, thence running with and binding on the line of division between the Lands of the Mayor and Council of Rockville and the Lands of Jo-Ann Anita Summerour, Trustee of the Jo-Ann A. Summerour Revocable Living Trust, with the following course and distance

1. **North 87°29'52" West, 256.56** feet to a point, passing over an iron pipe found, distant 1.07' southeasterly from the northwesterly end of the said line of division, thence leaving aforesaid line of division and running with and binding on the Right-of-Way Line of Douglas Avenue, in part with the following course and distance
2. **North 02°45'08" East, 18.40** feet to a point, thence leaving said Right-of-Way line and running in, through, over and across the property of the owners hereto, with the following ten (10) courses and distances
3. **South 86°35'47" East, 2.11** feet to a point, thence

Exhibit "A"

**Description of a
Property of
The Mayor and Council of Rockville
Rockville (4th) District
Montgomery County, Maryland**

Page 2 of 3

- 4. 12.73 feet along the arc of a tangent curve, deflecting to the **right**, having a radius of 13.00 feet and a chord bearing and distance of **North 70°28'36" East, 12.23 feet** to a point, thence**
- 5. South 81°28'20" East, 19.61 feet** to a point, thence
- 6. 137.53 feet along the arc of a tangent curve, deflecting to the **left**, having a radius of 511.00 feet and a chord bearing and distance of **South 89°10'58" East, 137.12 feet** to a point of reverse curvature, thence**
- 7. 13.84 feet along the arc of a tangent curve, deflecting to the **right**, having a radius of 434.97 feet and a chord bearing and distance of **North 84°01'02" East, 13.84 feet** to a point, thence**
- 8. South 04°09'04" East, 8.00 feet** to a point, thence
- 9. North 85°50'56" East, 14.00 feet** to a point, thence
- 10. North 04°09'04" West, 8.00 feet** to a point, thence
- 11. 52.67 feet along the arc of a tangent curve, deflecting to the **right**, having a radius of 434.97 feet and a chord bearing and distance of **South 89°45'29" East, 52.64 feet** to a point, thence**
- 12. South 86°22'45" East, 7.48 feet** to a point, said point lying along the easterly lot line of said Lot 1, Block 2, thence running with and binding on said line with the following course and distance
- 13. South 03°42'38" West, 30.58 feet** to the point of beginning, containing **5,867 square feet** or **0.1347** of an acre of land.

Exhibit "A"

Description of a
Property of
The Mayor and Council of Rockville
Rockville (4th) District
Montgomery County, Maryland

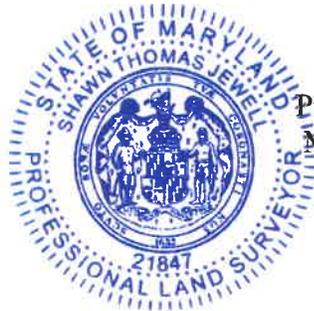
Page 3 of 3

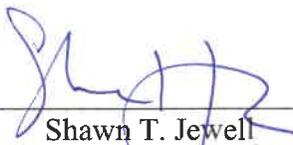
Surveyor's Certificate

I hereby certify that the information shown hereon was obtained using accepted land surveying practices; that the boundary information shown hereon is taken from available deeds and records; that this plat and the survey on which it is based are in compliance with COMAR Regulation 09.13.06.12.

Professional Certification. I hereby declare that these documents were prepared or approved by me or under my responsible charge, and that I am a duly licensed Land Surveyor under the law of the State of Maryland, License No. 21847, and License Expiration Date 05/29/2026.

Date: 1/12/26




Shawn T. Jewell
Professional Land Surveyor
Maryland Reg. No. 21847
Exp.: 05/29/2026

SCALE: 1" = 50'
 N
 MARYLAND COORDINATE SYSTEM NAD83 (2011) DATUM

Yeat Peng Tant
 Book 57721
 Page 151

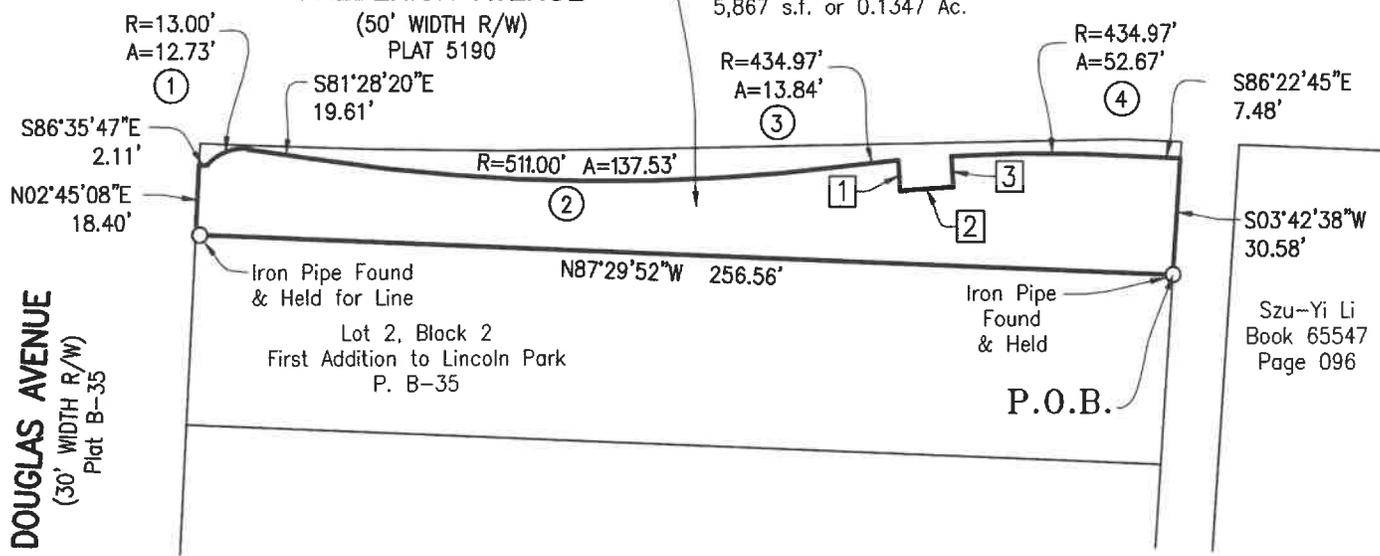
Maria S, Orellana
 Del Cid
 Book 56639 Page 190

Mayor and Council of Rockville

5,867 s.f. or 0.1347 Ac.

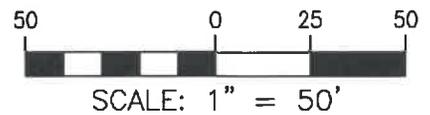
FREDERICK AVENUE

(50' WIDTH R/W)
 PLAT 5190



Line #	Direction	Length
1	S04°09'04"E	8.00'
2	N85°50'56"E	14.00'
3	N04°09'04"W	8.00'

CURVE	RADIUS	ARC	DELTA	TANGENT	BEARING	CHORD
1	13.00	12.73	056°05'32"	6.93	N70°28'36"E	12.23
2	511.00	137.53	015°25'16"	69.19	S89°10'58"E	137.12
3	434.97	13.84	001°49'21"	6.92	N84°01'02"E	13.84
4	434.97	52.67	006°56'17"	26.37	S89°45'29"E	52.64



SHEET 1 OF 1

[Signature]
 Shawn T. Jewell
 Professional Land Surveyor
 Maryland No. 21847
 Exp.: 05/29/2026



Exhibit "B"
 Sketch of a
**Part of the Lands of
 MAYOR AND COUNCIL
 OF ROCKVILLE**
 Rockville (4th) Election District
 Montgomery County, Maryland
 November, 2025 Scale: 1" = 50'

CPJ Associates Charles P. Johnson & Associates, Inc.
 Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors
 1751 Elton Rd., Ste. 300 Silver Spring, MD 20903 301-434-7000 Fax: 301-434-9399
 www.cpa.com • Silver Spring, MD • Annapolis, MD • Greenbelt, MD • Frederick, MD • Fairfax, VA



MAYOR AND COUNCIL Meeting Date: March 2, 2026
Agenda Item Type: WORKSESSION
Department: CITY MANAGER'S OFFICE (CMO)
Responsible Staff: JEANNE BOOTH

Subject

JEDI Strategic Plan Process and Approach

Department

City Manager's Office (CMO)

Recommendation

Staff recommends that the Mayor and Council receive the JEDI strategic plan update and provide the following feedback.

1. Do you support the proposed assessment and engagement approach?
2. Are there other community sectors we should engage?
3. Are there other JEDI topics you want us to explore as part of the assessment?

Discussion

The Mayor and Council recognized that inequities—particularly racial inequities—can be embedded in government policies and practices, creating disproportionate barriers for many residents. These impacts often fall on communities traditionally disengaged from municipal government decision-making processes. To address these realities, the Mayor and Council affirmed that equity must be approached proactively and intentionally in City decision-making to improve outcomes for all.

On July 12, 2021, the Mayor and Council adopted [Resolution 10-21](#) (Attachment 1), committing the City to policies and practices that reduce implicit bias and advance fairness, inclusion, cultural competency, and equity across all areas of municipal government.

With support from the Mayor and Council, the early JEDI team embarked on initiatives that included the development of an internal workgroup named the Equity Champions with participation by staff representatives from all departments, a series of workshops and events entitled Exploring the Culture of Us, internal trainings and participation in a GARE (Government Alliance for Racial Equity) cohort via MWCOG (Metropolitan Washington Council of

Governments). Additionally, the team provided a timely, coordinated response to internal and external questions and concerns related to equity and strengthening community.

In October 2024, the Office of Justice, Equity, Diversity, and Inclusion (JEDI) was formally established to provide administration, services, and programming designed to promote justice, ensure inclusion, and support belonging for all who live, work, and visit in the City of Rockville. The Office of JEDI's objective is to operationalize Resolution 10-21 and ensure alignment with the Mayor and Council's priorities, specifically investments in public services and infrastructure that support community well-being. Cognizant of the need for a strategic approach to the JEDI work, the Mayor and Council allocated funding for the city to retain a consultant to work with staff to develop a comprehensive JEDI strategic plan.

In July 2025, a solicitation to engage one or more qualified firms to conduct a comprehensive assessment and analysis of Justice, Equity, Diversity, and Inclusion; emerging and existing needs; and develop a comprehensive strategic plan to guide policy and procedures, as well as metrics for accountability of progress towards goals was issued. Following the solicitation process, [The Executive Learning Lab \(TELL\)](#) was retained, and a contract was executed. A kickoff meeting was held in January 2026.

The Executive Learning Lab JEDI strategic planning methodology is rooted in comprehensive assessment, collaborative engagement, data-driven decision-making, and structured facilitation, ensuring that the City achieves clear, actionable, and measurable JEDI strategic priorities. The outcome will provide a comprehensive understanding of the City's JEDI organizational landscape and community environment, setting the foundation for strategic alignment across all leadership levels and the development of targeted strategic goals.

The strategic plan process and approach will include the following:

- Comprehensive Assessment
 - Policy Review
 - Data Analysis
 - Stakeholder Interviews
 - Best Practices Research
- Collaborative Engagement
 - Focus Groups
 - Community Forums
 - Employee Surveys
 - Advisory Committees
- Data Driven Analysis
 - Quantitative Analysis
 - Qualitative Analysis
 - Benchmarking
 - Reporting Framework
- Structured Process Management
 - Planning Workshops

- Goal Setting
- Action Planning
- Monitoring & Evaluation

Plan-Do-Check-Act Model

The process utilizes the Plan-Do-Check-Act continuous improvement model. The PLAN phase follows the contract award and includes a project kick-off meeting with the Rockville Equity Champions representing all departments within the city. Here, roles and survey components were finalized, and the recruitment strategies strengthened. Based on initial feedback, the following community sectors were identified: community-based nonprofit organizations, employees and residents, local business owners and civic groups, and youth, family, and senior advocacy organizations. This phase will be completed in February. The DO phase begins in March with comprehensive data collection from employees and community partner interviews. The topics to be explored in this phase include JEDI understanding and awareness, effectiveness and impact, leadership, inclusion in service delivery, and barriers. During the CHECK phase in late April, the analysis of findings concludes, and priorities are developed. Finally, the ACT phase includes an update to the Mayor and Council in May before finalization of the strategic plan.

This strategic planning process will provide a comprehensive assessment of the current state and provide clear guidance for future planning. This project assessment will utilize a 360-degree view that includes workforce experience and community experience of the City's services and responsiveness.

The goal is to create a living document that guides decision-making, resource allocation, and continuous improvement over the next five years. This plan will establish performance metrics in order to track progress and ensure accountability to meaningful change.

Mayor and Council History

This is the first time this item has been presented to the Mayor and Council.

Public Notification and Engagement

For this item, no public engagement was done, but there will be subsequent and robust community engagement as part of this project.

Next Steps

Staff and the consultant will proceed with the work.

Attachments

Attachment 1_Social-Justice-Resolution 10-21, JEDI to Mayor and Council PPT March 2 2026

Resolution No. 10-21

Resolution: To endorse and commit to the establishment of government policies and practices that promote racial and ethnic equity and social justice.

WHEREAS, the Mayor and Council of Rockville embrace the great diversity in the city and seek to maintain its identity as being one of the Most Livable cities in America; and

WHEREAS, the Mayor and Council recognizes the history of racism in our country and how it has led to many current-day disparities in education, job attainment, housing and healthcare, as well as disproportionate incarceration rates for people of color; and

WHEREAS, the Mayor and Council recognizes that racial inequity is institutionalized with systematic racism in the policies and practices in governmental institutions. Systemic and institutionalized racism is so commonly accepted in our laws, rules, policies, behaviors, attitudes, and practices that it establishes and imposes statistically-significant perpetual hardship, and even shortened life spans for persons of color; and

WHEREAS, the Mayor and Council recognizes that many regulatory and policy-oriented tools allowed and perpetuated racial disparity. Such regulatory and policy-oriented tools may have included the use of zoning laws that supported neighborhood redlining, municipal disinvestment in the Black and Latino communities, and a history of bias in the provision of government services and programs. Such policies have contributed to the decline in historically Black and Latino neighborhoods; and

WHEREAS, the Mayor and Council recognizes that issues of racial and ethnic equity must be addressed proactively and deliberately in the course of decision-making to increase the success for all groups; and

WHEREAS, the Mayor and Council recognizes the need to examine policies and practices to determine whether they are contributing to racial inequity and, where needed, change or eliminate the policy or practice that are in need of modification or elimination; and

WHEREAS, the Mayor and Council commits to becoming an equity and justice-oriented organization, with the Mayor and Council and the City's leadership continuing to identify activities to further enhance racial and ethnic equity and social justice, and to ensure the application of anti-racism principles across Council leadership, staffing, contracting and participation in City activities; and

WHEREAS, the Mayor and Council is interested in exploring and instituting methods that have worked in cities around the country to update, eliminate, or create government policies, practices, and programs specifically to dismantle existing racial disparities; and

WHEREAS, the Mayor and Council acknowledges potential difficulties in assessing the impact of decisions on racial and ethnic equity, but is committed to applying a racial and ethnic equity lens in a systematic way in its decision-making processes with the goal of continuing to build an inclusive, equitable community, to ensure a vibrant and healthy community for all Rockville residents; and

Resolution No. 10-21

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council expresses support for policies that effectively reduce and eradicate implicit bias, and that advance diversity, cultural competency, fairness, and equity in all City government operations and regulated activities.

BE IT FURTHER RESOLVED that the Mayor and Council commits itself to systematically and deliberately applying a racial and ethnic equity lens in its decision-making process to build a community that is inclusive, equitable, prosperous, and healthy for all; and

BE IT FURTHER RESOLVED that the Mayor and Council commits to review existing policies and practices that may be contributing to racial and ethnic inequities, and to make changes to eliminate the disparities in the areas of health, economic enrichment, education, housing, and justice within the municipal code.

BE IT FURTHER RESOLVED that the Mayor and Council expresses support for policies that effectively reduce and eradicate implicit bias, and advances diversity, cultural competency, fairness, and equity in all City government operations and regulated activities.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mayor and Council at its meeting of July 12, 2021.



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

JEDI Strategic Plan Process & Approach

Jeanne Booth, LCSW, Director, Office of JEDI

Dr. Patricia Morgan, CEO, The Executive Learning Lab (TELL)

March 2, 2026





Outline



- I. Background, Purpose & Objectives
- II. Requested Feedback
- III. Project Methodology & Approach
- IV. Project Timeline
- V. Review of Deliverables
- VI. Next Steps and Future Mayor and Council meetings
- VII. Requested Feedback

Background



The Mayor and Council recognized that inequities can be embedded in government policies and practices, creating disproportionate barriers for many residents.

On July 12, 2021, the Mayor and Council adopted Resolution 10-21, committing the City to establish policies and practices that reduce implicit bias and advance fairness, inclusion, cultural competency, and equity across all areas of municipal government.

Additional resolutions to address inequity include:

- Resolution 12-21 Hate Has No Place
- Resolution 16-23 Resolution Against Anti-Semitism
- Resolution 17-23 Rejecting Anti-Palestinian, Anti-Israel, Anti-Arab Anti-Semitism, Anti-Jewish, Anti-Muslim Hate in the City of Rockville

Background: Justice, Equity, Diversity and Inclusion (JEDI)



The Office of Justice, Equity, Diversity and Inclusion (JEDI) was established to

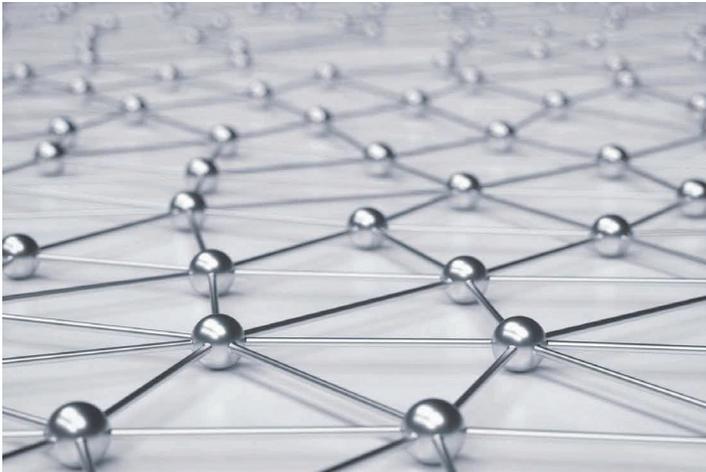
- promote justice,
- ensure inclusion and
- support belonging

Programming is expected to serve all identities, specifically people with varying abilities, ethnicities, sexual orientations and gender expressions, religious affiliations, ages and more.





Strategic Plan RFP



- Request For Proposal (RFP) published July 2025
 - Seeking a firm to conduct a comprehensive assessment and analysis of Justice, Equity, Diversity, and Inclusion, and to develop a comprehensive strategic plan.
- October 2025, The Executive Learning Lab (TELL) was selected.
- In January 2026, a kickoff meeting was held.



Requested Feedback

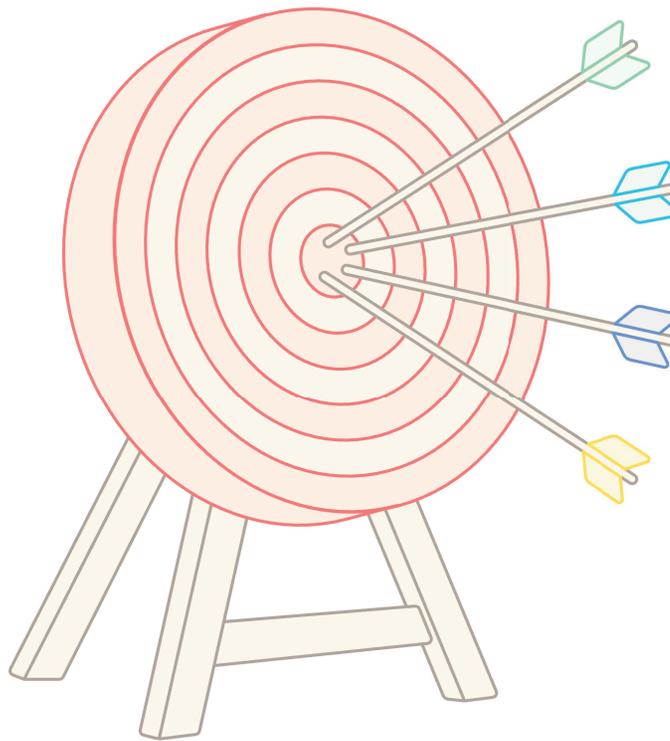


- 1) **Engagement Strategy:** Do you support the proposed assessment and engagement framework?
- 2) **Community Involvement:** Do you support the proposed community sectors?
- 3) **Engagement Focus Areas:** Do you support the proposed JEDI engagement focus areas?





JEDI Strategic Planning: Methodology



Structured Facilitation

Guided process for strategy development



Data-Driven Insights

Data analysis for informed decisions



Collaborative Engagement

Stakeholder involvement for consensus



Comprehensive Assessment

Evaluation of current JEDI state



Project Purpose & Outcomes



Why This Matters:

- Assess current JEDI landscape across City operations and the community
- Identify strengths, gaps, and opportunities for improvement
- Develop an actionable 5-year strategic roadmap with measurable outcomes

Desired Outcomes:

- Enhanced organizational culture and employee experience
- Strengthened community trust and partnership
- Equitable service delivery and access across all populations
- Sustainable JEDI framework integrated into City operations



Key Personnel & Governance

Project Leadership

- JEDI Office: Jeanne Booth, JEDI Director, Strategic oversight and final approval, and Delores Scott, ADA Compliance Manager, Core planning and decision making
- JEDI Equity Champion Team: Core planning and decision making
- Lead Consultant: Dr. Patricia Morgan, The Executive Learning Lab, Assessment design, facilitation, analysis, and strategic plan development

Stakeholder Engagement

- Mayor and Council, all City departments, employees at all levels, including directors
- External Partners: Community-based organizations, residents, business owners, youth/family advocates, civic groups



Project Timeline

Plan-Do-Check-Act Model



PLAN (January – February 2026)

- Contract award & project initiation
- February 17: Kick-off meeting with JEDI Equity Champion team
- February 25: Assessment framework finalized

DO (March 2026)

- March 16: Internal staff survey launch
- Conduct focus groups & listening sessions (internal & external)
- Community partner interviews

CHECK (Late March – May 2026)

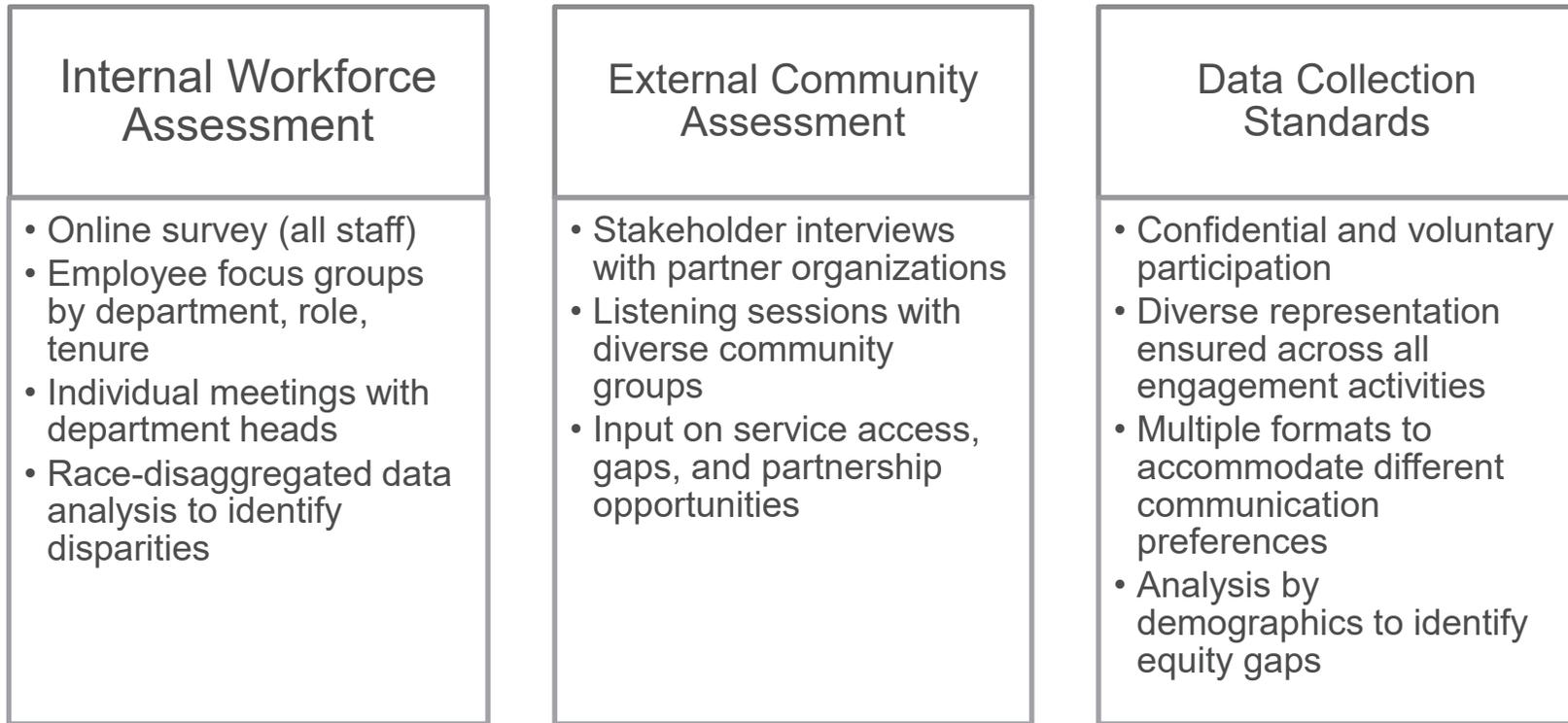
- March 30: Initial assessment report
- April: Initial findings presentation & feedback
- April – May: Strategic planning sessions with JEDI Equity Champions

ACT (June 2026 & Beyond)

- June: Final strategic plan presentation
- July 2026: Implementation launch



Assessment & Engagement Framework





Focus Group Structure

Based on Equity Champions Kick-Off Recommendations



INTERNAL STAKEHOLDERS	EXTERNAL & OTHER STAKEHOLDERS
Group 1: Public Works Frontline Staff	Group 7: Mayor & Council
Group 2: Recreation & Parks Frontline Staff	Group 8: Housing & Economic Development Partners
Group 3: Police Department Staff	Group 9: Faith-Based & Community Service Organizations
Group 4: Internal/Administrative Support Staff	Group 10: Education & Youth/Senior Services
Group 5: Supervisory Staff & Team Leaders	Group 11: Specific Population Representatives (Residents representing diverse demographics and neighborhoods)
Group 6: Department Heads & Senior Leadership	Group 12: Business & Civic Organizations

Total Estimated Participants: 110-132



Engagement Focus Areas

- Understanding & awareness of JEDI principles and practices
- Effectiveness & impact of existing JEDI practices
- Confidence & preparedness
- Personal feedback on experience(s)





Assessment & Engagement Framework





Next Steps:

- Finalize the engagement plan
- Launch internal staff survey
- Conduct focus groups & listening sessions (internal & external)
- Community partner interviews
- Analyze feedback
- Draft initial findings





Mayor and Council Meetings



Date	Deliverable	Purpose
March 2 nd	Mayor & Council Work Session	Share project approach and receive feedback
May 11 th	Mayor & Council Work Session	Share progress on project and preliminary findings
Mid-June	Strategic Plan and Final Presentation to Mayor & Council	Initial 5-year plan with Year 1 roadmap Present the strategic plan for consideration and adoption



Requested Feedback

- 1) **Engagement Strategy:** Do you support the proposed assessment and engagement framework?
- 2) **Community Involvement:** Do you support the proposed community sectors?
 - ✓ Community-based nonprofit organizations focused on justice and equity
 - ✓ Residents representing diverse demographics and neighborhoods
 - ✓ Local business owners and civic groups
 - ✓ Youth and family advocacy organizations
- 3) **Engagement Focus Areas:** Do you support the proposed JEDI engagement focus areas?
 - ✓ Understanding & awareness of JEDI principles and practices
 - ✓ Effectiveness & impact of existing JEDI practices
 - ✓ Confidence & preparedness
 - ✓ Personal feedback on experience(s)





MAYOR AND COUNCIL Meeting Date: March 2, 2026
Agenda Item Type: MOCK AGENDAS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: DORIS STOKES

Subject

Mock Agenda

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends the Mayor and Council review and provide comments.

Attachments

March 9, 2026 (Mock)

Attachments

March 9, 2026 (Mock)



MAYOR AND COUNCIL

Meeting No. 07-26
Monday, March 9, 2026 - 6:30 PM

MOCK AGENDA

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

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: <https://www.rockvillemd.gov/services/request-a-reasonable-accommodation/>

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: <https://www.rockvillemd.gov/services/participate-in-a-community-forum/>

In-Person Attendance

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

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

Viewing Mayor and Council Meetings

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

Participating in Community Forum & Public Hearings:

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

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

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

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

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Jackson)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, April 20 from 5:15-6:15 pm with Mayor Ashton and Councilmember Jackson. Please sign up by 10 am on the meeting day using the form at:

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

1. **Convene - 6:30 PM**
2. **Pledge of Allegiance**
3. **Proclamation and Recognition - NONE**
4. **Agenda Review - 6:35 PM**
5. **City Manager's Report - 6:40 PM**
6. **Boards and Commissions Appointments and Reappointments - NONE**
7. **Community Forum - 6:45 PM**
8. **Special Presentations - NONE**
9. **Consent Agenda - 6:55**

- A. Instrumental Nonprofit Grant Seeking Resource City of Rockville Agreement
- B. Approval of Minutes

10. Public Hearing - 7:00 PM

- A. FY 2027 Budget Public Hearing #2

11. Action Items - 7:20 PM

- A. FY 2027 Budget Introduction
- B. Introduction and Possible Adoption of an Ordinance to amend Ordinance No. 14-25 to appropriate funds and levy taxes for FY 2026 (Budget Amendment #3)

12. Worksession - 7:55 PM

- A. FY 2027 Budget Worksession #1 - Revenues

13. Mock Agenda - 9:55 PM

- A. Mock Agenda

14. Old / New Business - 10:00 PM

15. Adjournment - 10:15 PM