

Mayor Tracey Furman

**Council Member Darin Bartram
Council Member Nate Engle**



**Council Member Conor Crimmins
Council Member Bridget Hill-Zayat**

Released: October 15, 2021

**Monday, October 18, 2021
Town Council Meeting, 7:00 pm**

The Town Council Meeting will be held through the Zoom Video Conferencing application. We recommend downloading the Zoom app prior to the meeting at the following link: [www.zoom.us](https://zoom.us)

The Council Meeting will begin at 7:00 pm. Access to the meetings will be through the following Zoom Video Conferencing link:

<https://us02web.zoom.us/j/88656233570?pwd=ZGdnY3pkbUprcWd4MlhZNVRNNXlGZz09>

Meeting ID: 886 5623 3570

Password: 301345

Or you may join the meeting by calling: +1 301 715 8592 US (Washington D.C) and entering the Meeting ID and Password above.

CALL TO ORDER

MOMENT OF SILENCE

APPROVAL OF MINUTES

Closed Session Minutes of July 19, 2021

Closed Session Minutes of August 30, 2021

Town Council Meeting Minutes of September 13, 2021

THE MAYOR AND TOWN COUNCIL

1. Montgomery County Commission on Redistricting:

- a. Acknowledge that Mayor Furman signed a letter on behalf of the Town from the Community Coalition on County Redistricting requesting that the down-County municipalities remain within a singular County Council District.

2. Kensington Website Refresh:

**Town of Kensington 3710 Mitchell Street Kensington, MD 20895
Phone 301.949.2424 Fax 301.949.4925
www.tok.md.gov**

- a. Discuss AS Creative Services proposal to refresh the existing Town of Kensington website to improve the user interface and to create a modular backend.

3. Montgomery County Climate Action Plan:

- a. Adriana Hochberg, Climate Change Officer for Montgomery County, and Sandra Brecher, Chief of Commuter Services for Montgomery County, will present an overview of Montgomery County's Climate Action Plan.

THE TOWN MANAGER AND STAFF

PUBLIC APPEARANCES

(The public is invited to speak on any subject that is not a topic on tonight's agenda)

ORDINANCES, RESOLUTIONS, AND REGULATIONS

(Ordinances, resolutions, and regulations to be introduced or adopted following appropriate procedures required by the Town Code; or resolutions that may require discussion by the Mayor and Council prior to approval)

1. **Resolution No. R-14-2021** – A Resolution of the Mayor and Council of the Town of Kensington authorizing the Town Manager to accept a proposal from AS Creative Services for certain Town of Kensington website improvements.
2. **Resolution No. R-15-2021** – A Resolution of the Mayor and Council of the Town of Kensington authorizing the Town Manager to accept a proposal from McLean Controls, Inc., for the replacement and installation of controls for a Carrier VVT system at Town Hall.
3. **Resolution No. R-16-2021** – A Resolution of the Mayor and Council of the Town of Kensington authorizing the Town Manager to accept a proposal from Chamberlain-Washington, Inc., for the repointing of the brick parapet at Town Hall.
 - a. *Will require approval by an extra-majority vote of the Town Council (waiving bid procedure).*
4. **Resolution No. R-17-2021** – A Resolution of the Mayor and Council of the Town of Kensington authorizing the Town Manager to accept the bid from Contracting Specialists Incorporated for the repair of the Veranda and Parapet at Town Hall.

ADJOURNMENT

(The Mayor and Council may move to close the meeting and may move to reopen the meeting)

THE NEXT SCHEDULED MEETING(S) OF THE MAYOR AND TOWN COUNCIL WILL BE HELD:

Monday, November 8, 2021, 7:00 pm

Community Coalition Letter on County Redistricting

Town of Chevy Chase, Town of Chevy Chase View, Town of Garrett Park, Town of Kensington, Section 3 of the Village of Chevy Chase, Section 5 of the Village of Chevy Chase, Village of Friendship Heights, Village of Martin's Additions, Village of North Chevy Chase

VIA EMAIL

October 1, 2021

Montgomery County Commission on Redistricting
100 Maryland Avenue
Rockville, MD 20850

Dear Commissioners,

We want to state our united view that in considering options for creating the new Councilmember districts for Montgomery County, the Commission will decide that the undersigned municipalities remain in the same district that includes Bethesda and Friendship Heights.

Our communities are intimately tied to these urbanized areas, with which we share key interests including schools, zoning, amenities, traffic, and economic development. Keeping our communities in the same district is vital to ensuring that our voice is heard and fairly considered regarding these issues. We can see no reason for changing what has been a sensible and long-established practice.

We ask that you advance a plan that includes our communities in the same district as Bethesda and Friendship Heights. Thank you for considering our views.

Sincerely,

Barney Rush, Mayor
Town of Chevy Chase

Gregory S. Chernack, Council Chairman
Section 5 of the Village of Chevy Chase

Paula Fudge, Council Chair
Town of Chevy Chase View

Melanie Rose White, Mayor
Village of Friendship Heights

Kacky Chantry, Mayor
Town of Garrett Park

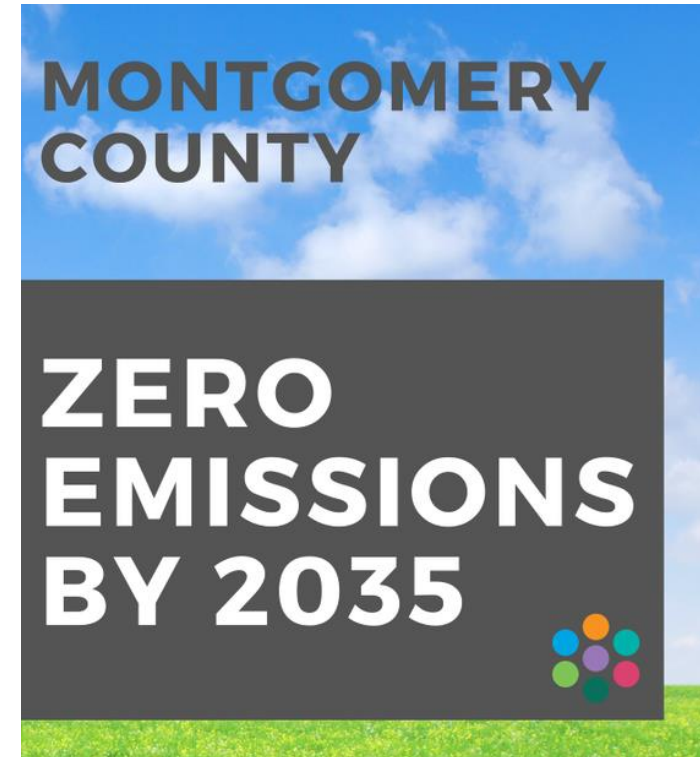
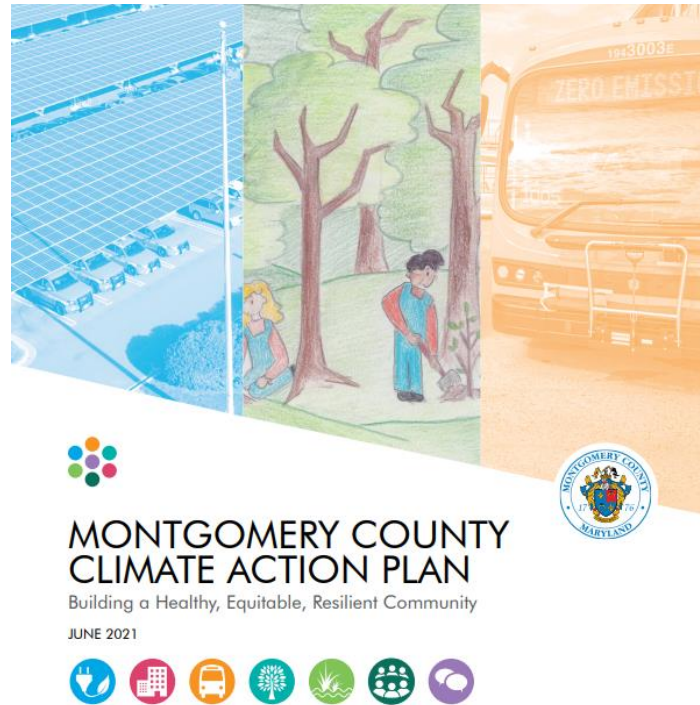
Andrew Kauders, Council Chair
Village of Martin's Additions

Tracey Furman, Mayor
Town of Kensington

Adrian Andreassi, Council Chair
Village of North Chevy Chase

Susan Manning, Council Chair
Section 3 of the Village of Chevy Chase

cc: Pamela Dunn, Senior Legislative Analyst, Montgomery County Council
Jeff Zyontz, Senior Fellow, Montgomery County Council



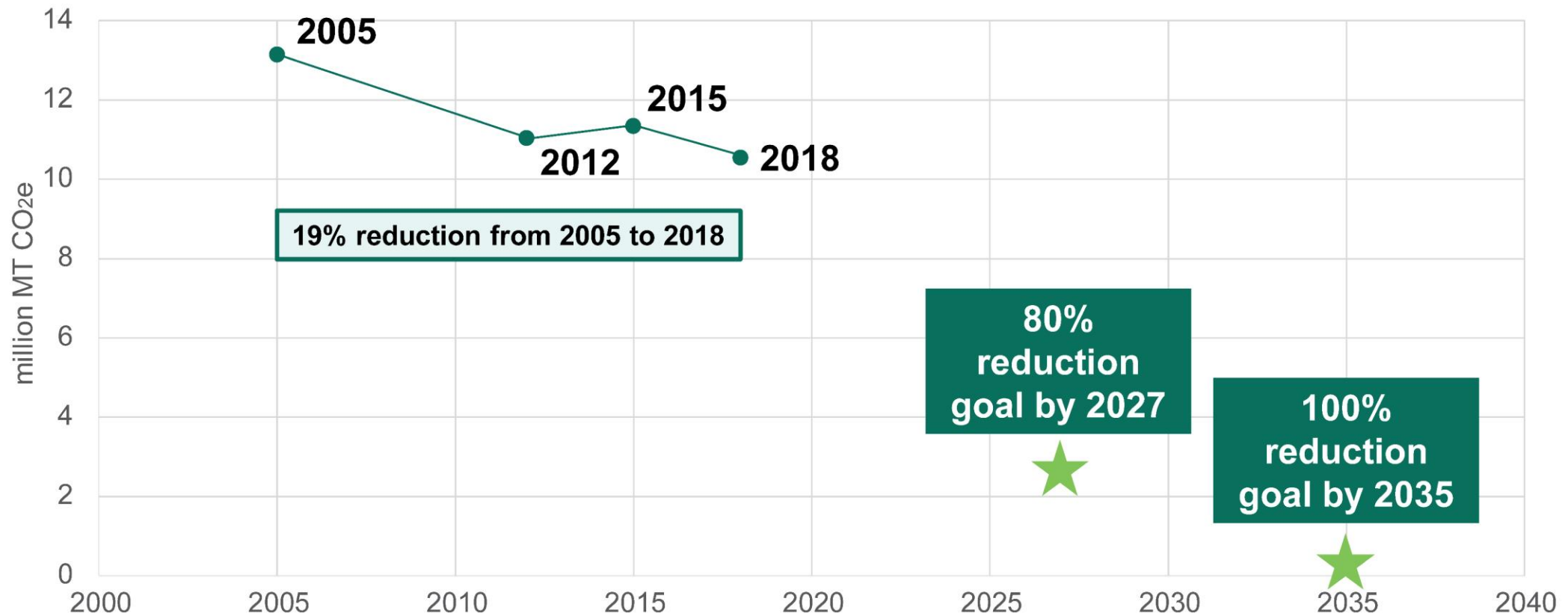
Climate Action in Montgomery County

PRESENTATION FOR THE TOWN OF KENSINGTON – OCTOBER 18, 2021

“Stay firmly fixed to a vision of a world you know is possible.”

--Christiana Figueres and Tom Rivett-Carnac

County GHG Emissions Progress and Goals

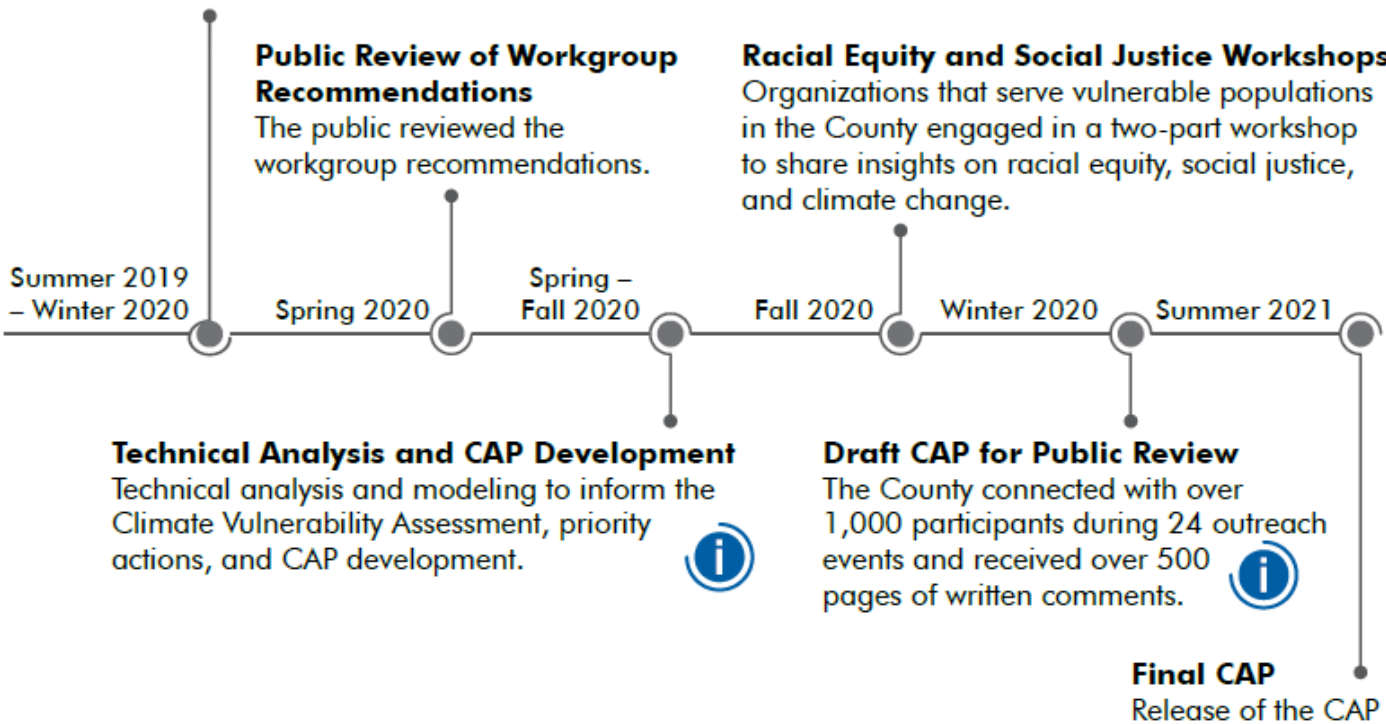


Source: Metropolitan Washington Council of Governments (MWCOC) Montgomery County GHG Inventory

Climate Planning Process

Climate Workgroup Efforts

The County formed six technical climate workgroups—made up of County volunteers with area-specific expertise—focused on buildings, clean energy, transportation, climate adaption, carbon sequestration, and public engagement and education.



176 Technical Climate Workgroup Members

30 Workgroup Meetings

2 Racial Equity and Social Justice Workshops

130 Community Conversations with Resilience Ambassadors

ORGANIZATIONS PARTICIPATING IN THE CLIMATE PLANNING PROCESS:

22 Environmental Conservation and Climate Groups

20 Business

10 Civil Rights and Religious Groups

9 Education Groups

8 County Advisory Groups

7 Federal Agencies (Unofficial Presence) and International Organizations

7 Adaptation, Resilience and Energy Associations

4 Utilities

5 Budget, Finance, and Philanthropic Groups

4 Municipalities and Municipal Advisory Groups

3 Chambers of Commerce

2 Public Health Groups

2 Transportation Groups

1 Buildings Group

1 Environmental Justice Group



The Climate Action Plan lays out a Path to Meet the Zero GHG Emissions Goal by 2035

1. Reduce Emissions in the Energy, Buildings, and Transportation Sectors
2. Center Racial Equity and Social Justice
3. Address Residual Emissions and Carbon Sequestration
4. Reduce Risks from Climate Hazards (Resilience & Adaptation)
5. Identify Resources to Pay for Climate Action
6. Enhance Climate Governance
7. Engage the Community as Partners in Climate Action
8. Take the Next Steps

Two companion reports

CLIMATE ACTION PLAN (CAP)

- Strategic plan to achieve County climate goals by 2035
- 86 actions across 7 sectors
- Identifies GHG reduction actions
- Identifies localized climate hazards & actions to increase resilience and adapt to a changing climate
- Identifies equity-enhancing measures to address racial equity and social justice implications of climate action

FY22 CLIMATE WORK PLAN

- Annual implementation plan
- Enables flexibility in CAP implementation
- Identifies legislative & regulatory agenda for the coming year
- Aligns staff and funding resources
- **75 of 86 CAP actions are moving forward in FY22**

MontgomeryCountyMD.gov/Climate

Localized Climate Hazards

- Downscaled climate projections for 2035, 2050, and 2100
- **Key Takeaways:**
 - ↑ risk of moderate, severe & extreme drought
 - ↑ number of high heat days
 - ↑ extreme precipitation & precipitation totals
 - ↑ high winds

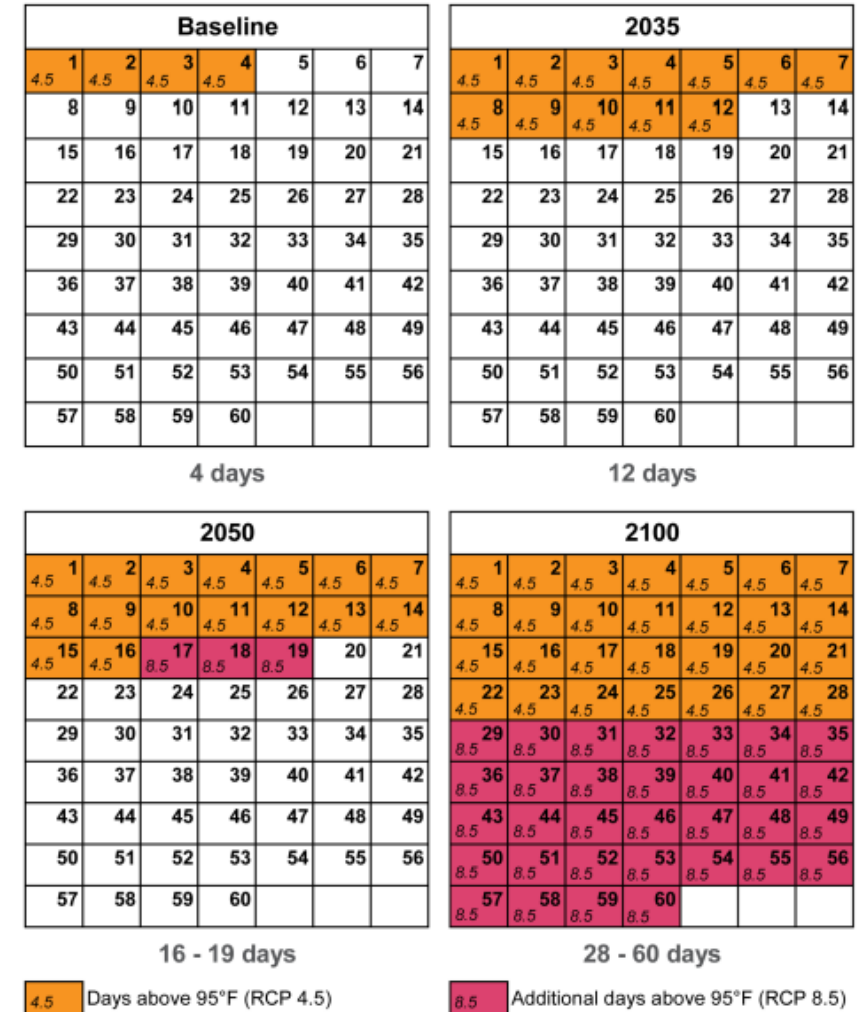


Figure 14: Projected average number of days above 95°F in Montgomery County for GHG Representative Concentration Pathway (RCP) 4.5 and 8.5

Centering Racial Equity & Social Justice in the CAP

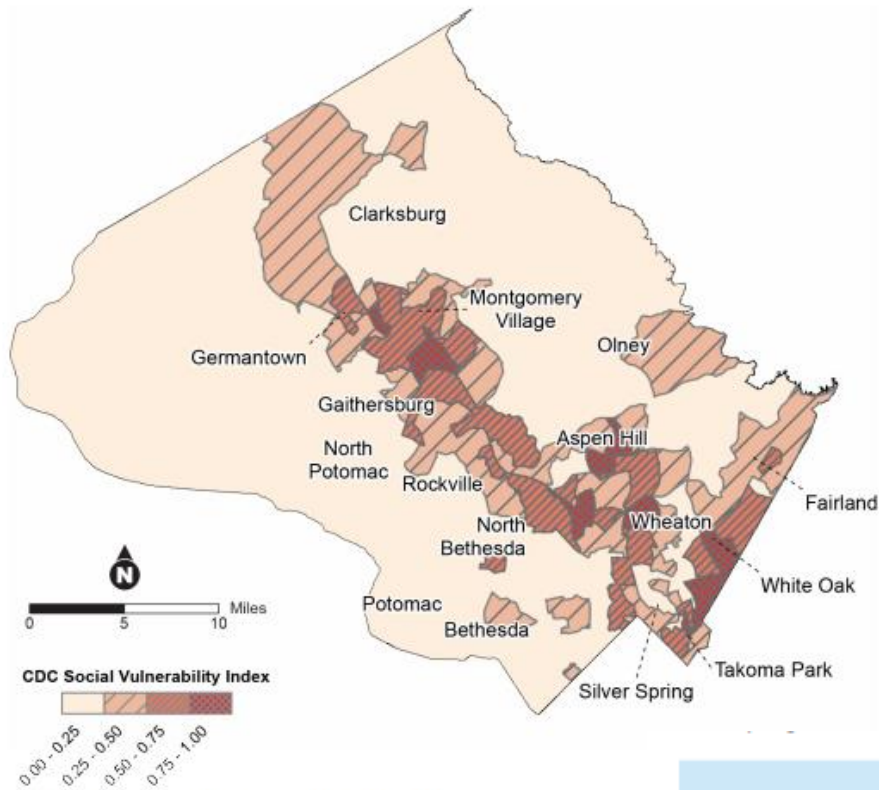


Figure 20: Social vulnerability in Montgomery County

EQUITY-ENHANCING MEASURES

- Balance the costs and percent of renewables in the electricity mix. If there is a premium associated with offering a higher level of renewable electricity, the County will need to consider ways to offset the cost premium for low-income residents.
- Develop and promote an awareness campaign on how to access the CCE program and its associated benefits. Ensure the awareness campaign is developed in multiple languages.

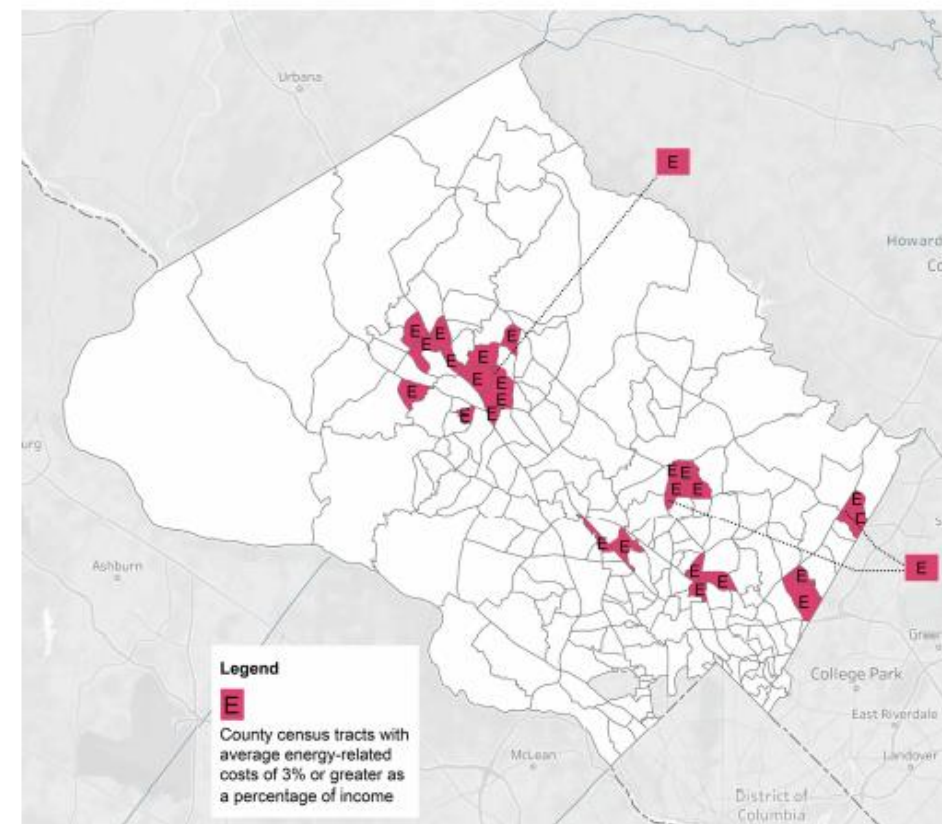


Figure 5: Montgomery County census tracts with median energy burden of 3% or greater as a percentage of income⁴²

- Identifies communities that are likely to have less ability to adapt to the impacts of climate change
- Equity-enhancing measures included within each action description – See CCE example (left)

GHG Reduction Actions

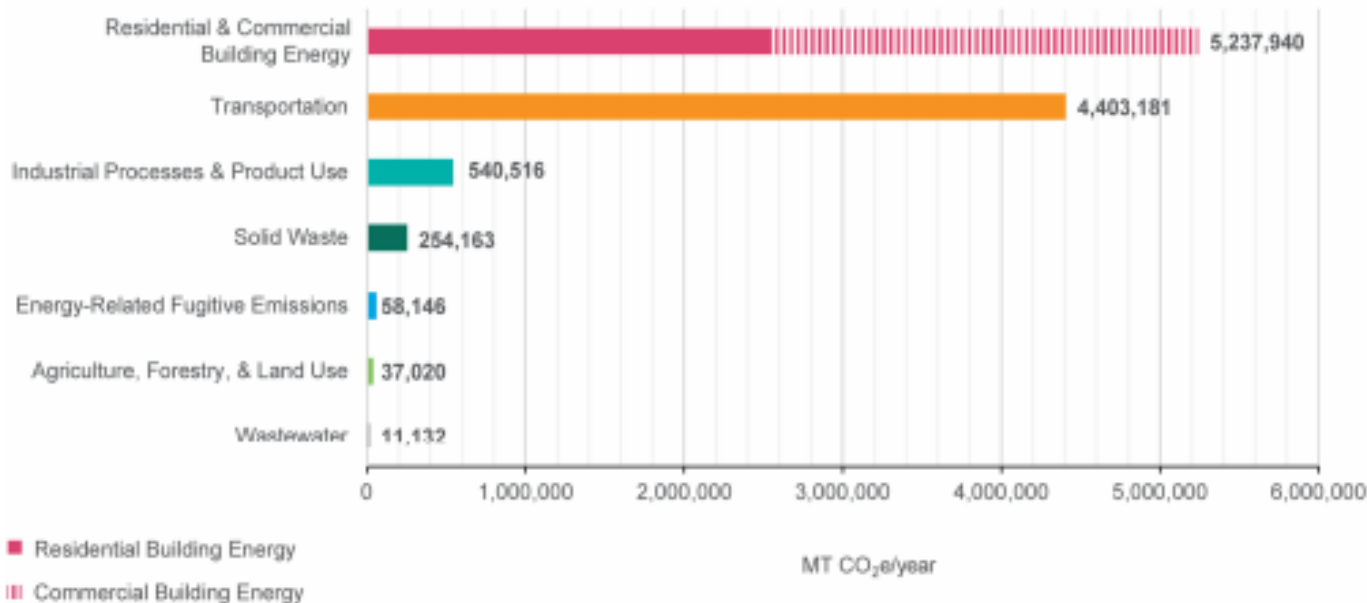


Figure 25: Montgomery County 2018 GHG inventory

- Significant shifts needed in the way we generate and use energy— how we heat and cool our homes, businesses and public buildings; how we fuel vehicles; and our consumption patterns
- 25 GHG Reduction actions centered in **Buildings, Transportation, and Clean Energy**. Examples:
 - Community Choice Energy
 - Expand Solar Installations
 - Building Energy Performance Standards
 - Net Zero Building Codes
 - Incentivize Building Electrification/Disincentivize Gas
 - Private Vehicle Electrification Incentives & Disincentives
 - Expand Public Transit, Active Transportation, & Shared Micromobility Network
 - Zero Emissions Buses & Fleet

Climate Adaptation & Sequestration Actions

- The Plan identifies 6 **nature-based carbon sequestration** actions, including:
 - Retaining and increasing forests
 - Retaining and increasing tree canopy
 - Regenerative agriculture
 - Increasing carbon in soils through improved agricultural practices
- The 20 **climate adaptation** actions include:
 - Water infrastructure resilience & water supply protection
 - Resilience hubs
 - Updating green streetscape and green infrastructure standards
 - On-site water reuse
 - Update floodplain maps

Governance, Public Engagement and Personal Actions

- **16 Climate Governance Actions, incl.:**

- Climate Change Academy
- Incorporating climate competencies into MCG job descriptions
- Incorporate climate considerations into the budgeting processes
- Develop climate financing strategies
- Develop climate equity metrics
- Consolidate County climate data
- Conduct climate vulnerability detailed assessments

- **19 Public Engagement Actions, incl.:**

- Forming a climate change communications coalition
- Establishing a community justice academy
- Establishing statewide climate coalition of local governments
- The CAP calls for both system-level changes and **personal actions**, including:
 - Actions to lower carbon footprint
 - Actions to reduce home electricity usage
 - Actions to lower electricity use in businesses
 - Actions to increase climate resilience

Key actions are already underway

- **Building Energy Performance Standards** – bill transmitted to Council April 2021
- **2018 International Green Construction Code** – Executive regulations transmitted to Council March 2021; approved in October
- **Transportation Demand Management** – Executive regulations undergoing public comment period
- **Community Choice Energy** authorized by General Assembly; Public Service Commission regulatory workgroup kicked-off Sept. 2021
- **Additional legislation** being drafted, incl. authorizing Green Bank resilience activity, Commercial Property Assessed Clean Energy expansion, gas-powered leaf blower ban



Additional FY22 Climate Actions Include

Community Justice Academy

Climate budgeting

Sustainable Economic Development analysis

Agrivoltaic study project

Electric Vehicle Purchasing Coop

EV Wayfinding Signage

Brookville Bus Depot microgrid installation

EV police cruisers pilot

Electric bus procurements for MCPS & Ride On

Montgomery College building submetering

County fleet transition study

Project equity (worker-owned co-ops)

Climate stories project

BEPS implementation technical study

EV charging installations in public properties

Scotland resilience hub

Expand RainScapes

• See [FY22 Work Plan](#) for full list of near-term actions

Key Takeaways

- Significant effort, including budget and staff, is necessary to meet the County's climate goals.
- Public and private resources must be leveraged to implement solutions.
- The climate action implementation phase must center racial equity and social justice considerations in order to ensure equitable outcomes
- Different/new governance and community engagement approaches are necessary to be more inclusive of all voices.
- Climate action is already underway, including legislation & regulations pending before Council

Resolution No. R-14-2021

Adopted:

**A Resolution of the Mayor and Council of the Town of Kensington
Authorizing the Town Manager to accept the contract proposal from AS
Creative Services for a website (TOK.md.gov) refresh and certain user
interface improvements.**

Whereas, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing Contracts", Subsection 2-404, "Awarding of Bids", all purchases in excess of \$10,000 shall be approved by the Mayor and Council by a simple majority vote at a regular meeting or a duly called special meeting for that purpose; and

Whereas, the Town contracted with AS Creative Services in July 2017 (R-11-2017) to create and host a new website; and

Whereas, AS Creative Services has submitted a proposal to refresh and improve the user interface of the existing website to improve the modular backend; and

Whereas, the Mayor and Council have determined that it is in the public interest to authorize the Town Manager to accept the proposal from AS Creative Services for the scope and services detailed within Exhibit A and otherwise on the same terms and conditions as the original website contract.

Now Therefore Be It Resolved by the Mayor and Council of the Town of Kensington that the Town Manager be and is hereby authorized to accept the contract proposal with AS Creative Services for scope and services detailed within Exhibit A for an amount not to exceed \$16,000.

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 18th day of October, 2021.

EFFECTIVE the 18th day of October, 2021.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor





Proposal For:



September 2021

Provided by: AS Creative Services

Justin Watson, President

301.476.4128 ext. 103

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About Us: Firm Overview

AS Creative Services is a full-service Internet marketing firm, serving clients Nationwide. We leverage an integrated team of consultants, designers, writers, programmers, and marketing professionals to produce unparalleled results. AS Creative Services identifies the best way to advance your brand. We create visually and conceptually striking material that engages and expands your audience. AS Creative Services' website and print design work can be tailored to your existing brand or we can redefine your image altogether.

Our team includes experts in every facet of design and development. From start to finish – from stunning website design through mobile app development – AS Creative Services easily navigates even your most complex marketing initiatives providing solutions at an affordable cost.

About Us: Capabilities

- ✦ **UI & UX Design**
- ✦ **Content Management Systems**
- ✦ **Responsive Development**
- ✦ **AMS Integration**
- ✦ **Donation Platform Integration**
- ✦ **e-Commerce**
- ✦ **Multi-Site Development**
- ✦ **App Development**
- ✦ **Share Point Development**
- ✦ **Micro Sites**
- ✦ **Data & Dashboard Development**
- ✦ **Content Strategy**
- ✦ **Branding**
- ✦ **Print Design**
- ✦ **Marketing Collateral Design**
- ✦ **Google Apps Migration & Integration**
- ✦ **Hosting**
- ✦ **Ongoing Maintenance**

About Us: Our Team

AS Creative Services is a team of 9. We are boutique but robust in our skills. Clients of AS enjoy a dedicated project manager, the expertise of award-winning graphic design, and full stack web development. Need Assistance in strategy or finding a new piece of software? no worries, AS Creative Services' consulting arm can assist you and your organization in making sound strategic decisions.



About Us: AS Executive Leadership



Chris Hoover: CEO/Founder

301-476-4128 ext. 101
c.hoover@ascsmail.com



Justin Watson: President

301-476-4128 ext. 103
j.watson@ascsmail.com

About Us: Project Management

AS Creative Services has standardized our project management process by using [ASANA](#) ; a robust cloud-based tool that allows projects and tasks to be created and tracked. By being early adopters of [ASANA](#) we are light years ahead of old outdated PM tracking systems that most agencies are now stuck with. In the end, we can essentially add your team to our team for a seamless project lifecycle experience.

AS Creative Services uses **SlickPlan** to build sitemaps and create a very collaborative experience for our customers. AS also uses **Pipedrive** to help leadership see the higher-level movement of projects which helps in ensuring overall project direction is being upheld.

Customers enjoy a dedicated project manager for the duration of their project. **Chris Hoover**: our **Creative Director** will be assigned to your account and he will act as the client liaison to our technical and design teams



Nonprofit/Association Clients



For Profit and Municipal Clients



Project Overview: Description

The Town of Kensington (TOK) website has reached an age where the technology needs an update. AS Creative Services is recommending refreshing the website in a manner that will extend the shelf life of the existing design, add the ability to make some adjustments to UI of the site, and create a modular backend with an easy-to-use interface. This will allow TOK staff to make adjustments that hitherto would have been much more challenging. Ongoing customer management capabilities will be much more robust with this upgrade.

Project Overview: Deliverables

UI DESIGN:

Description: AS will make critical design suggestions for selected parts of the site that the town deems necessary to update i.e., the calendar. While this certainly won't be deemed a redesign of the entirety of the site, creating designs prior to development will only save time in the development stage. AS will also ensure that all new design elements will maintain continuity with the other parts of the site that will not have new designs.



CMS DEVELOPMENT:

Description: AS Creative is proposing the development of the TOK site in WordPress. Edit and manage your site without the hindrance of a third party. The system will allow TOK to change content, images, and pages on their website with ease; no programming will be required. The CMS platform is permissions based, allowing administrators to create roles and logins with assignable rights for any section of the site. The platform will run on a high-performance SQL database and will function on Windows or Linux hosting; this powerful and robust platform is easily capable of handling the TOK site's traffic and data requirements for the foreseeable future. AS will maintain the current functionality, integrations and structure of the existing site while addressing slight changes. Here is a list of accounted-for sections to apply special attention to. AS may make suggestions during kick off to change some of these sections, however, to define this portion, we will need to establish a foundation.

- **Home Page Photo Slider**
- **Contact Form/s**
- **Accordion Functionality where necessary**
- **Social Media Republication**
- **Social Sharing Capabilities**
- **Iconography**
- **Avia Layout Editor (Provides improved website capabilities for noncoders. Creates a modular backend)**
- **Potential Navigation changes**
- **Updated Events Calendar**
- **TBD Password Protected Section for Online Resident Directory or integrated Software system.**
- **New User Interface and Integration with new permitting software**
- **Accessibility compliance assistance**

Post Deployment: Training

AS will provide up to 2 hours of training to assist the TOK team and any other staff on how to use the content management system,



Post Deployment: Post Launch Support

AS will provide up to 16 hours of support after the website is live to assist with any lingering issues or post launch issues.

Post Deployment

While most of our web products are built to empower our clients with the tools to work without the hindrance of a 3rd party, sometimes you need the experts. AS Creative Services is here to assist in making sure all the peripherals of your website are covered.

Monthly hosting and maintenance of the upgraded TOK site is \$100 per month. However, since TOK pays annually, once the new site is live, we will simply replace the old site with the upgraded new site and the new site will absorb the current agreement. We will also move the new TOK site to our upgraded server.

Service Agreements: Our agency rate for developer and graphic consultation are based on banks of hours. Here are the rates:
<https://ascreativeservices.com/purchase-hours/>

Terms:

Confidentiality: This proposal and all associated cost estimates or creative strategies are considered confidential by AS Creative Services and are not to be shared with parties other than employees of above-mentioned Party. (Hereafter referred to as Client) AS Creative Services who has an express need to know, without prior written consent from AS Creative Services.

Payment Terms: This is part of a promotion. If TOK purchases 160 hours, they get 160 Free. The payment is made in full to take advantage of the promotion.

Deliveries and Materials: Courier charges, shipping costs, overnight delivery charges and charges for materials supplied (e.g., photographs, videos, illustrations, fonts, film, negatives or slides) will be billed by AS Creative Services as additional charges unless specifically included in proposal.

Scope Changes: Client must get a new quote for any additional work or functionality not identified in the written proposal.

Cancellation Clause: Client agrees to compensate AS Creative Services for all work completed at the time of cancellation, if the amount owed for such work exceeds the deposit. In addition, Client agrees to pay to AS Creative Services all costs incurred prior to cancellation.

Attorney's Fees and Costs of Collection: In the event of default by the Client under this agreement, Client agrees to pay all costs of collection, including reasonable attorney's fees, whether or not a lawsuit is filed.

**Company Property, Copyrights and Trademarks:**

All computer equipment and software utilized by AS Creative Services in conjunction with Client's project shall remain the sole and exclusive property of AS Creative Services.

Disclaimer: AS Creative Services is not responsible for occurrences outside of its sole and exclusive control or acts of God.

Closing:

One-Time

Bank of Hours Promotion	Purchase 160 hours, get 160 hours Free	\$16,000.00

Approval of Proposal and Cost:

Signature:	Date:
Title:	

Signature above signifies agreement to the Terms and Conditions. Work will commence once the proposal is approved and the deposit is received. Pricing is for services only and does not include external costs such as web hosting, photos/images, courier charges, scope changes, etc.

Resolution No. R-15-2021

Adopted:

**A Resolution of the Mayor and Council of the Town of Kensington
Authorizing the Town Manager to accept the bid proposal from McLean
Controls, Inc., for the replacement and installation of controls for a
Carrier VVT system at the Kensington Town Hall.**

Whereas, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing Contracts", Subsection 2-404, "Awarding of Bids", all purchases in excess of \$10,000 shall be approved by the Mayor and Council by a simple majority vote at a regular meeting or a duly called special meeting for that purpose; and

Whereas, the Town requested proposals for the replacement and installation of controls for a Carrier VVT system at the Kensington Town Hall; and

Whereas, McLean Controls, Inc., provided a proposal, detailed within Exhibit A, for a total sum of \$14,600.00; and

Whereas, the Town Manager is recommending that the Mayor and Council accept the proposal from McLean Controls, Inc., for an amount not to exceed 16,600.00 to cover any additional costs to replace HVAC dampers that may be required.

Now Therefore Be It Resolved by the Mayor and Council of the Town of Kensington that the Town Manager be and is hereby authorized to accept the contract proposal from McLean Controls Inc., for the scope and services detailed within Exhibit A for an amount not to exceed \$16,600.

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 18th day of October, 2021.

EFFECTIVE the 18th day of October, 2021.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor



Ph: (240)319-7011
Fax: (240)319-7177

4380 Hackett Place White Plains MD 20695

Proposal

Date: 10/7/2021

To: Town of Kensington

ATTN: Shirley

Subject: Installation of controls work for Offices

We propose to provide and install as outlined in the following scope of work:

Included:

1. Furnish and install a replacement Carrier VVT system with a system touch screen display.
2. Furnish and install 7 new zones, one bypass and one RTU controller.
3. Furnish and install 5 zone sensors. 3 zones will be controlled by one thermostat. Also lobby area will just have space sensors so adjustment can only be made on the touch screen.
4. Provide new communications bus (BACnet) to all devices.
5. Provide startup and programming of system.
6. Provide training on how to operate.
7. System will come with a one year parts and labor warranty.

Excluded:

1. No work for Kitchen equipment.
2. No Line Voltage thermostat work.
3. No cutting, patching, painting or welding.
4. No overtime or night work.
5. All conduit unless specifically stated above
6. No Power and fire alarm wiring.
7. Commissioning and TAB work unless stated above.
8. Any work or material other than that stated above.

We hereby propose the above for the sum of and subject to the terms and conditions.

\$14,600.00 or Fourteen Thousand Six Hundred and %.

Acceptance of this signed proposal will be contingent upon receiving a completed Credit Application and credit reference check before acceptance and approval. Also may be subject to partial deposit.

Payment will be due upon invoice.

Acceptance of Proposal-

Date Accepted: _____

Signature: _____

Print Name: _____

Company Name: _____

Authorized Signature: _____

McLean Controls Inc

Signature: _____

**Mike McLean
President**

Proposal Valid until the end of , 2021

TERMS AND CONDITIONS

1. McLean Controls Inc. warrants that the material and workmanship provided herein shall be free from defects for 90 days from the day of completion unless otherwise stated. If any replacement part or item of equipment proves defective after 90 days after the date of completion, McLean Controls Inc. will extend to Customer the benefits of any warranty McLean Controls Inc. receives from the manufacturer. Warranty labor after 90 days from the date of completion will be at Customer's expense and at the rates then in effect.
2. Customer shall permit McLean Controls free and timely access to areas and equipment, and allow McLean Controls to start and stop the equipment as necessary to perform required services. All work under this agreement will be performed during McLean Controls normal working hours unless stated otherwise.
3. Customer will promptly pay all invoices within 30 days of receipt. Should a payment become 30 day or more delinquent, McLean Controls may stop all work under this agreement without notice and/or cancel this agreement.
4. Customer shall be responsible for all taxes applicable to the services and/or materials provided hereunder.
5. Any alteration to, or deviation from, this agreement involving extra labor or material will become the basis of an extra charge over the sum stated in this agreement. McLean Controls will notify customer prior to performing any work that would result in additional charges.
6. In the event McLean Controls must initiate legal action in order to recover an amount due under this agreement, Customer shall pay McLean Controls court cost and reasonable attorney's fees.
7. McLean Controls shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
8. Under no Circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will McLean Controls be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of customer's tenants or clients, or any special, indirect or consequential damages.
9. McLean Controls reserves the right to add a 1.5% per month services charge to any account outstanding over 30 days.
10. In the event that the Customer cancels this contract without default on the part of McLean Controls, the customer shall be liable, at McLean Controls option, for McLean Controls incurred cost and such profit as would have been realized had the customer not breached the agreement.
11. The Terms and Conditions of the proposal numerated above shall be deemed severable in the validity and enforceable of any one or more of the Terms and Conditions stated above shall not affect the validity and enforceability of any other Terms and Conditions.
12. Mclean Controls Inc. will not provide waivers of subrogation on insurance certificates or indemnity beyond our fault or negligence.
13. This Agreement shall be governed by laws of the State of Maryland.



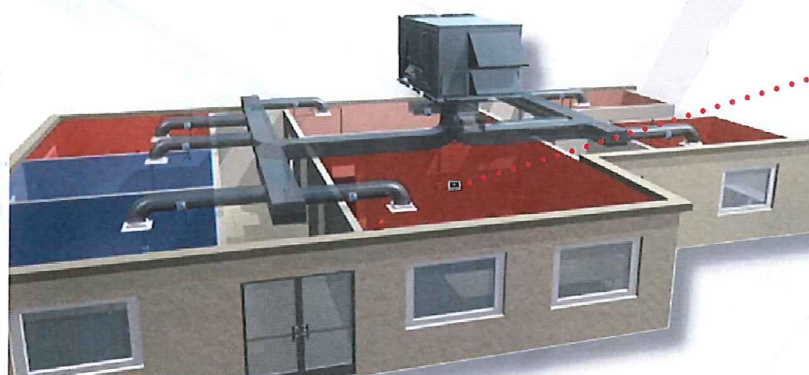
i-Vu® Building Automation System i-Vu® System Touch

Part Number: SYST1-4-CAR



The i-Vu® Building Automation System provides everything you need to access, manage, and control your building, including the powerful i-Vu user interface, plug-and-play BACnet® controllers, and state-of-the-art Carrier equipment.

Carrier's i-Vu System Touch is an integrated component of the i-Vu Building Automation System. It features an illuminated, 4.3" color pixel touchscreen display and connects directly to a network of Open (BACnet MS/TP), controllers. Designed for wall mounting, it provides building occupants, facility managers, and installers a powerful user interface for managing all of the equipment in a building.



Rooftop Status

Zone Status



System Status



Hardware Features

- Illuminated 4.3", 480 x 272 color pixel touchscreen display (no buttons)
- Built-in temperature and humidity sensing
- Supports remote thermistor sensor (such as Carrier T55)
- Connects directly to one Carrier Open (BACnet MS/TP) network and manages up to 60 Open controllers through a single touchscreen
- Intuitive icon-driven / website-like screen navigation
- Default system screens such as scheduling and trends support international languages
- Ideal for multi-zone commercial applications such as office buildings and retail stores

For Building Occupants

- View current space temperature
- View operating mode (heat/cool/economizer)
- Change setpoints easily
- Initiate timed local overrides

For Facility Managers

- Multi-level password protection for security
- Home screen shows temperatures and colors for all equipment in the building within a single view
- Convenient "Snapshot" screens show graphic and status for each piece of equipment in the building
- Manage schedules, trends, alarms, and configuration for all equipment in the system
- Configure individual and group schedules easily
- View, acknowledge, and delete system alarms from a single screen; audible indicator for all alarms

For Installers

- Simple 4-wire installation
- Auto-discovers all Open controllers on the BACnet MS/TP network
- Screen files can be auto-uploaded on select controllers¹, customized, or created from scratch
- Create customized screen files for navigating the entire system
- Startup wizard and integrated help screens to assist with equipment start-up & commissioning

¹For a complete list of controllers that include i-Vu Touch files, visit www.HVACPartners.com.



i-Vu® Building Automation System

i-Vu® System Touch

Part Number: SYST1-4-CAR

Specifications

Power	24 Vac (±15%), 5 VA, 50-60 Hz, Class 2		
Display	4.3 in. resistive touchscreen color LCD display with backlighting, 480x272 pixels		
Communication Ports	BACnet MS/TP: 2-wire EIA-485 port for connection to the Open controller network Sensor: for connecting an optional remote thermistor sensor (like Carrier T55) USB port: for firmware upgrades		
Real-time Clock	A 365-day real time clock/calendar. Time and date will be maintained for a minimum of 72 hours after loss of power (at room temperature).		
Audible Alarm Notification	A piezoelectric sounder		
Temperature Sensor	Range	-4°F to 140°F (-20°C to 60°C)	
	Accuracy over 30°F to 100°F (-1°C to 38°C):	±1.0°F (±0.55°C)	
	Accuracy over full range:	±2.0°F (±1.1°C)	
	Resolution:	0.2°F (0.1°C)	
Humidity Sensor	Range:	0 to 100% RH	
	Accuracy over 20 to 80% RH:	±3.0% RH	
	Accuracy over full range:	±5.0% RH	
	Resolution:	0.05% RH	
Environmental Operating Range	-4°F to 140°F (-20°C to 60°C), 10–90% RH, non-condensing		
Mounting	Mounting plate included for mounting to wall or electrical junction box		
Dimensions	<u>Overall</u>	<u>Mounting Plate</u>	<u>Display Only</u>
	Width: 5.44 in. (13.82 cm)	Width: 4.79 in. (12.2 cm)	Width: 3.75 in. (9.5 cm)
	Height: 4.55 in. (11.56 cm)	Height: 3.94 in. (10 cm)	Height: 2.25 in. (5.7 cm)
	Depth: 1.24 in. (3.15 cm)		
Weight	8 oz. (0.23 kg)		
Listed By	UL-916 (PAZX), CE, FCC Part 15-Subpart B-Class A		



Home Screen



Schedules Screen



Start-up Wizard



CONTROLS EXPERT

Tested. Certified. Factory Authorized.

For more information, contact
your local Carrier Controls Expert.
Controls Expert Locator:
www.carrier.com/controls-experts

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i-Vu® Building Automation System ZS Space Sensors



The i-Vu® Building Automation System provides everything you need to access, manage, and control your building, including the powerful i-Vu user interface, plug-and-play BACnet controllers, and state-of-the-art Carrier equipment.

Carrier's line of intelligent ZS Space Sensors provide the function and flexibility you need to manage the conditions important to the comfort, productivity, and sustainability of your building.

The ZS sensors are available in a variety of zone sensing combinations to address your application needs. These combinations include temperature, relative humidity, and indoor air quality (carbon dioxide volatile organic compounds (VOCs)).

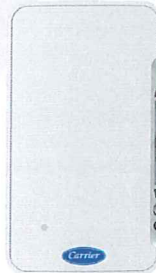
Designed to work with i-Vu controllers and the i-Vu building automation system, the ZS sensor line includes the ZS Standard, ZS Plus, ZS Pro, ZS-Pro-M and ZS Pro-F.



ZS Standard



ZS Plus



ZS Pro



ZS Pro-M



ZS Pro-F



Features

Temp, CO ₂ , and humidity options	•	•	•	•	•
VOC options	•	•			
Neutral color	•	•	•	•	•
Motion sensing option				•	
Addressable / supports daisy-chaining	•	•	•	•	•
Hidden communication port	•	•	•	•	•
Mounts on a standard 2" by 4" electrical box	•	•	•	•	•
Occupancy status indicator		•	•	•	•
Push-button occupancy override		•	•	•	•
Setpoint adjust		•	•	•	•
Large, easy- to-read LCD			•	•	•
Alarm indicator			•	•	•
Fan speed control					•
Cooling / Heating / Fan Only - mode control					•
°F to °C conversion button					•

Option	ZS Standard	ZS Plus	ZS Pro	ZS Pro-M	ZS Pro-F
Temperature Only	ZS2-CAR	ZS2PL-CAR	ZS2P-CAR	ZS2P-M-CAR	ZS2PF-CAR
Temp with CO ₂	ZS2-C-CAR	ZS2PL-C-CAR	ZS2P-C-CAR	ZS2P-CM-CAR	ZS2PF-C-CAR
Temp with Humidity	ZS2-H-CAR	ZS2PL-H-CAR	ZS2P-H-CAR	ZS2P-HM-CAR	ZS2PF-H-CAR
Temp, Humidity, CO ₂	ZS2-HC-CAR	ZS2PL-HC-CAR	ZS2P-HC-CAR	ZS2P-HCM-CAR	ZS2PF-HC-CAR
Temp with VOC	ZS2-V-BNK	ZS2PL-V-BNK			
Temp, Humidity, VOC	ZS2-HV-BNK	ZS2PL-HV-BNK			

*Note: To order a sensor without a Carrier logo, use "BNK" in place of "CAR" above . Some models are only available without a logo.



i-Vu® Building Automation System ZS Space Sensors

Sensing Element	Range	Accuracy
Temperature with any Option (excluding Humidity)	-4° to 122° F (-20° C to 50° C)	±0.35° F (0.2° C)
Temperature with Humidity and any Option	50° F to 104° F (10° C to 40° C)	±0.5° F (0.3° C)
Humidity	20% to 80%	±2% typical
CO ₂	400 to 1250 PPM 1250 to 2000 PPM	±30PPM or +/-3% of reading (greater of two) ±5% of reading plus 30 PPM
VOC	0 to 2,000 PPM	±100 PPM

Power requirements	Sensor Type	Power Required
Temperature Only	All Models	12 Vdc @ 8 mA
Temperature with Humidity		
Temp with VOC, or Temp/VOC/Humidity	All Models	12 Vdc @ 60 mA
Temp with CO ₂ , or Temp/CO ₂ /Humidity	All Models	12 Vdc @ 15 mA (idle) to 190 mA (CO ₂ measurement cycle)

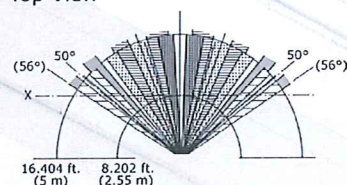
Power supply A controller supplies the Rnet sensor network with 12 Vdc @ 210 mA. Additional power may be required for your application. See sensor power requirements above.

Communication 115 kbps Rnet connection between sensor(s) and controller
15 sensors max per Rnet network; 5 sensors max per control program

Local access port For connecting a laptop computer to the local equipment or i-Vu® network for maintenance and commissioning

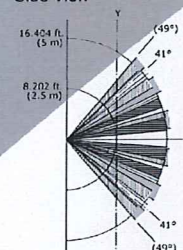
Motion sensing

Top View



Sensor Type: passive infrared (PIR)
Distance: 16.4 ft. (5 m)
Detection range: (HxV) 100° x 82°
Movement speed: 2.62 to 3.94 ft/s (0.8 to 1.2 m/s)
Detection object: 27.56 x 9.84 in. (700 x 250 mm)

Side View

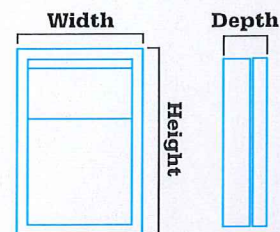


Environmental operating range 32° to 122° F (0° - 50° C), 10% to 90% relative humidity, non-condensing

Mounting dimensions Standard 4"x 2" electrical box using provided 6/32" x 1/2" mounting screws

Overall dimensions

Width: 2.75" (6.99 cm)
Height: 4.75" (12.07 cm)
Depth: 0.858" (2.18 cm)



CONTROLS EXPERT

Tested. Certified. Factory Authorized.

**For more information, contact
your local Carrier Controls Expert.**
Controls Expert Locator:
www.carrier.com/controls-experts

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Resolution No. R-16-2021

Adopted:

**A Resolution of the Mayor and Council of the Town of Kensington
Authorizing the Town Manager to accept the bid proposal from
Chamberlin-Washington, Inc., for the repointing of the brick parapet at
the Kensington Town Hall.**

Whereas, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing Contracts", Subsection 2-404, "Awarding of Bids", the Mayor and Council may bypass any or all bid procedure steps, by an extra-majority vote of the Town Council, and authorize the Town Manager to directly negotiate with any supplier if it is in the Town's best interest to do so; and

Whereas, the Town requested proposals for the repointing of the brick parapet at the Kensington Town Hall; and

Whereas, Chamberlin-Washington, Inc., provided a proposal, detailed within Exhibit A, to make the necessary repairs for a total sum of \$41,816.00; and

Whereas, the Town Manager is recommending that the Mayor and Council accept the proposal from Chamberlin-Washington, Inc., for an amount not to exceed 41,816.00, and to bypass any or all bid procedure steps, by extra-majority vote of the Town Council, for the necessary repairs to the brick parapet at the Kensington Town Hall.

Now Therefore Be It Resolved by the Mayor and Council of the Town of Kensington that the Town Manager be and is hereby authorized to accept the contract proposal from Chamberlin-Washington, Inc., for the scope and services detailed within Exhibit A for an amount not to exceed \$41,816.00, and to bypass any or all bid procedure steps, by an extra-majority vote of the Town Council.

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 18th day of October, 2021.

EFFECTIVE the 18th day of October, 2021.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor



Chamberlin-Washington, Inc.

6482 Sligo Mill Road, Takoma Park, Maryland 20912-4703
Tel: (301) 891-3107 • Fax: (301) 891-073
www.chamberlin-washington.com

REVISED Contract Proposal – Commercial

Contractor Name	Kensington Town Hall	Job Name	Kensington Town Hall – Parapet
Address	3710 Mitchell Street, 2 nd floor	Job Address	3710 Mitchell Street
City/State/Zip	Kensington, MD 20895	Job City/State/Zip	Kensington, MD 20895
Attention	Shirley Watson	Email Address	Shirley.watson@tok.md.gov
Phone(s)	301.949.2424	Date	October 6, 2021

Proposed Scope of Work (includes labor, materials and applicable taxes):

Exterior work to be performed at Building:

1. Rout out brick mortar joints 100% at interior of brick parapet at roof and chimney in area highlighted in **BLUE** on Detail EXP-10 and as seen on Pictures #1 & #2 to a depth of ½” to ¾” and repoint with new mortar matching existing as close as possible (price based on approx. 500 Square feet).
2. Rout out mortar joints within stone coping at top of brick parapet in area highlighted in **BLUE** on Detail EXP-10 and repoint with new mortar matching existing as close as possible.
3. Rout out brick mortar joints 100% at exterior of brick parapet in area highlighted in **BLUE** on Detail EXP-10 and as seen on Pictures #3 thru #5 to a depth of ½” to ¾” and repoint with new mortar matching existing as close as possible (price based on approx. 1,600 Square feet).
4. Clean up, removal and disposal of debris.

BASE PRICE: \$41,816.00

Unless specifically indicated no other work included.

NOTE:

- a) Boom Lifts will be utilized to access areas for the above scope of work.
- b) Access to roof will be needed.

Exclusion:

- A) Permits if required for closing of areas or street will be done by others.
- B) 60’ and 80’ Boom Lift to be provided by others.

Total Base Contract Price	\$41,816.00	Deposit 25% (If Required)	\$10,454.00	Balance Due (Net 30 days from Completion)	\$31,362.00
This Contract Proposal submitted by CWI to the above-named party, represents a written agreement to perform the Scope of Work specified above. Any other work (verbal or otherwise), that is not specifically shown on this contract will not be binding. The Contractor above acknowledges the <i>Standard Terms and Conditions</i> on the accompanying page, and that these terms are part of the contract. Execution and acceptance of the contract is done by a person authorized to order and pay for the Scope of Work and guarantees that payment will be made within thirty (30) days upon completion.					
Contractor Printed Name		Contractor Signature		Date	
CWI Printed Name	Michael Mikalajunas	CWI Signature		Date	10/06/2021



Picture #1



Picture #2



Picture #3



Picture #4



Picture #5

SCOPE OF WORK:

1. Chamberlin-Washington, Inc. (hereinafter referred to as CWI) agrees to perform the scope of work specifically indicated in this Contract. CWI agrees that the work shall be performed according to industry standards and per material manufacturer recommendations.
2. CWI shall not be required to perform any additional work not specifically indicated in the executed Contract.
3. Nothing contained in the Contract documents shall cause to be voided or to limit in any way Contractor's duty implied by law to cooperate with CWI and not to interfere with, or hinder, CWI's efficient performance of the contracted work.
4. CWI takes no responsibility in defects arising from Contractor supplied plans or specifications.
5. Unless otherwise specified, work will be performed during regular work hours of 7 am to 3:30 pm, Monday through Friday and may exclude holidays at the discretion of CWI. The project schedule and any modification shall allow CWI a reasonable time to complete CWI's work in an efficient manner considering the contract completion date or times set forth in the contract documents.
6. Contractor shall furnish all necessary facilities for performance of work by CWI, including access to work area, electrical power, potable water source, and adequate lighting to perform work.
7. Unless specifically included on the Contract, any applicable permits, inspections, fees, and documents required by city or county jurisdictions shall be the responsibility of the Contractor. CWI shall not be responsible for delays in work caused by delay in issuance of the required permits. If specifically required of the jurisdiction in which the job is located, CWI will obtain permits. If included in this contract and specifically required of the jurisdiction in which the job is located, CWI will obtain permits. Customer gives authority for CWI to act as an Agent for the Customer to obtain applicable permits. Permit charges will be added to the contract price, which may include charges for time spent by CWI administrative or field employees at permit offices, as well as travel and parking costs (as applicable).
8. CWI agrees to remove all debris and materials arising from our scope of contracted work. CWI will not accept any or responsibility in the removal of debris of other trades.

PAYMENTS AND CHARGES:

9. Contractor acknowledges these STANDARD TERMS AND CONDITIONS, and agrees to the payment terms specified. Execution of the Contract is made by an authorized representative of the Owner that is responsible for ensuring full payment is made to CWI within Net 30 days.
10. Payments made by others (i.e. insurance companies, banking institutions) to the Contractor for the scope of work may only govern the timing of payment to CWI, and not the obligation of the Contractor to pay within the agreed payment period.
11. A 25% deposit of the value of contracted work (including Options) may be required of new Contractors at the time this contract is executed. CWI may waive this requirement of previous Contractors, so long as payments for previous work performed were made as agreed.
12. **Final payments for all contracted work are due and payable Net 30 days upon completion.**
13. CWI shall be entitled to an equitable adjustment in the price of the work, including but not limited to any increased costs of labor, including overtime or materials, resulting from any change of schedule, acceleration, out of sequence work, or delays caused by others for whom CWI is not responsible. When delays which are not the responsibility of CWI result in rescheduling of the work to times when CWI had previously scheduled other work, CWI may agree to proceed on an overtime or premium time basis, upon written request of the Contractor.
14. For contract values above \$5,000 that may not be performed within 30 days, CWI may choose to issue progress invoices to the Contractor. The payment terms for progress invoicing shall be the same as that of Final Billing – Net 30 days.
15. Credit card payments (Visa, Discover, MasterCard, and Amex) will be accepted for payments. A 3% surcharge will be applied for ALL credit card payments.
16. In the event the Contractor fails to meet the payment terms, CWI shall have the right to suspend its work immediately upon seven (7) days written notice to the Contractor.

COLLECTIONS:

17. **CWI reserves the right to impose a late fee of \$50, or 1% of the amount due, whichever is greater, for invoices not paid within forty-five (45) days.**
18. **All sums not paid when due shall bear interest of 1.5%, or the maximum permitted under State law.**
19. All actual costs of collections, including but not limited to attorney fees, arbitration charges and court costs, shall be paid by the Contractor.

CLAIMS & DISPUTES:

20. No retainage shall be withheld from CWI's payments unless specifically agreed in writing by both parties.
21. Notwithstanding any provision in the contract documents, CWI reserves the right to perfect and enforce its mechanic lien or payment bond.
22. Contractor shall not be entitled to back-charge CWI unless Contractor has provided CWI with written notice of their alleged default, breach, or the like, and CWI shall thereafter have a reasonable period of time to cure said default. Contractor shall provide CWI the aforesaid notice within three (3) days of the date of the aforesaid default, breach or the like is discovered, or should have been discovered. In the event that Contractor fails to timely provide the aforesaid notice to CWI, Contractor waives its back-charge claim.
23. CWI shall not be responsible for delays beyond its control, which may include civil disorders, fires, floods, adverse weather conditions, delays in delivery of materials, inclement weather, and delays caused by others.

24. Contractor shall cause to have CWI added to the Builders Risk policy as an additional insured, with a waiver of subrogation endorsement.

CLAIMS & DISPUTES:

25. In the event a claim on behalf of CWI arises from defects in plans or specifications, or other acts of parties with whom CW lacks privity, CWI may elect, upon written request, that Contractor assign to CWI its rights to pursue such claim in Contractor's name. CWI shall review the plans and specifications and any other information furnished by the Contractor and shall report to the Contractor any errors discovered. CWI shall not be liable to the Contractor for damage resulting from errors in plans and specifications and failure of the plans and specifications to meet applicable code requirements.
26. CWI reserves the right to resolve any dispute between the Contractor and CWI either by litigation through the court jurisdiction in which the project is located, or by arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. If arbitration is selected by CWI, such arbitration will occur in the county where the project is located. The parties agree to meet in person, in the locality of the project, without counsel, in an attempt to resolve any disputes prior to making a demand for arbitration. Refusal upon reasonable notice and request to participate in good faith in a settlement meeting shall result in assessment of fees and costs or arbitration against such party.
27. CWI shall have the first right to repair in the event of damage incurred at the project due to the specific scope of work performed by CWI. If Contractor fails to notify CWI of potential damage within 24 hours, Contractor shall bear sole responsibility for charges incurred from vendors in which the Contractor contacts directly.
28. CWI shall have no liability for liquidated damages for delays to CWI's performance caused by events beyond its control, which may include but are not limited to, strikes, fires, floods, adverse weather conditions, labor difficulties, delays in receipt of material, delays in transportation, declines any responsibility for liquidated damages in performance of the scope of work.

EXTRA WORK:

29. CWI will not perform any extra work beyond the contracted scope without written authorization from the Contractor. The parties will attempt to reach agreement upon the value of such extra work. In the event Contractor directs or requests CWI to perform extra work, and an agreed value had not been pre-established, Contractor agrees to pay on a Time & Material (T&M) basis. CWI on-site personnel will document the additional time and materials required to perform the extra work requested. Contractor understands that additional charges may be included for T&M work, including but not limited to, down-time, equipment rental such as hand/mechanical tampers, power washers, man-lifts, scaffolding, excavator and delivery charges. Contractor agrees to pay additional costs as documented on T&M Tickets.

LICENSING AND INSURANCE:

30. CWI will maintain insurance coverage for required limits on Liability, Auto, and Workers Compensation insurance coverage.
31. CWI agrees to indemnify and hold harmless the Contractor against claims and damages for bodily injury or property damage to the extent, and only to the extent, caused solely by the negligent or wrongful acts of Contractor, Owner, or any third party. In the event the Contract documents require that any other party be added to a CWI insurance policy as an additional insured, CWI's insurance shall be deemed secondary and non-contributory.
32. CWI's insurers' right of subrogation shall not be waived.

EXCLUSIONS:

33. CWI will take reasonable precautions to minimize damage that may result from work performed under this agreement, including the responsibility of marking underground utility lines by Miss Utility and if agreed, a private utility locator service. However, CWI shall not be liable for any damage caused to or resulting from underground utility lines due to unknown or unforeseen conditions, or for underground utilities and lines not being properly marked by others. CWI will take reasonable precautions, consistent with the standards of the industry, to protect its work from damage by others if it has taken the aforesaid precautions.
34. CWI will not be responsible for damage caused to antiquated and/or outdated infrastructure, nor any other unknown or unforeseen conditions.
35. Notwithstanding any provision of the Contract documents to the contrary, the terms of the *Standard Terms and Conditions* set forth herein represent the agreement between the parties as to the matters set forth herein, superseding all contrary terms of the Contract documents.

WARRANTY:

36. Unless otherwise specified and agreed in writing, CWI's standard warranty shall be one (1) year from date of substantial completion.
37. Warranties will not be issued for unpaid work.
38. If Contractor or others disturb or tamper with the installed material or work in any way, any warranty issued shall be voided.

Resolution No. R-17-2021

Adopted:

**A Resolution of the Mayor and Council of the Town of Kensington
Authorizing the Town Manager to accept the bid proposal from
Contracting Specialists Incorporated for certain repairs to the Veranda
and Parapet at the Kensington Town Hall.**

Whereas, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing Contracts", Subsection 2-402, "Bidding Requirements", all materials, supplies, services, and equipment of more than \$30,000 in value not excluded in Section 2-403, "Exceptions", of this Article shall be purchased by means of a competitive bid unless authorized under Section 2-404, "Awarding of Bids", of the Town Code; and

Whereas, the Town solicited for bids in accordance with State Law, along with the Town Charter and Code, for certain repairs of the Veranda and Masonry Parapet at the Kensington Town Hall; and

Whereas, the Town received eleven (11) total bids in response to the Request for Proposal and determined that Contracting Specialists Incorporated of College Park, Maryland, is qualified to perform the necessary repairs requested by the Town; and

Whereas, Contracting Specialists Incorporated provided a bid total, as detailed within Exhibit A, of \$87,645.85; and

Whereas, the Town's Building Inspector and Town Manager are recommending that the Mayor and Council accept the bid proposal from Contracting Specialists Incorporated for an amount not to exceed \$110,000 to cover any additional costs for change order contingency, or testing and inspections that may be required.

Now Therefore Be It Resolved by the Mayor and Council of the Town of Kensington that the Town Manager be and is hereby Authorized to accept the bid proposal from Contracting Specialists Incorporated for certain repairs of the Veranda and Masonry Parapet at the Kensington Town Hall in an amount not to exceed \$110,000.00.

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 18th day of October, 2021.

EFFECTIVE the 18th day of October, 2021.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor



CONTRACTING SPECIALISTS INCORPORATED

WWW.CONTRACTINGSPECIALISTS.COM

SINCE 1996, Contracting Specialists Incorporated has steadily emerged as a leader in specialty construction, providing clients throughout the East Coast with proven and innovative solutions for their concrete restoration, masonry restoration and waterproofing challenges.

The CSI Team's proven expertise supports mission-critical structures including parking decks, building facades, dams, piers and more.

CSI's reputation for excellence is apparent in a growing portfolio of clients ranging from private companies who serve a variety of industries to educational and government institutions.

CSI's broad range of integrated service capabilities, coupled with a dedicated team of project managers, field engineers and support staff ensure effective and efficient completion of any size project.

BOSTON ▪ FORT LAUDERDALE ▪ PORTLAND ▪ WASHINGTON, DC

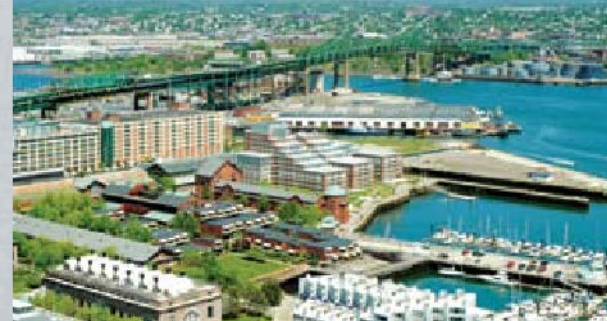


STATE CAPITOL BUILDING – BOSTON, MA

CSI performed structural repairs and waterproofed the Hooker Granite Stairs at Boston's historic Statehouse. Work included the numbering, removal, and temporary storage of large granite stones; demolition, replacement, and repairs of existing structural footings and foundations; application of a new waterproofing system, and resetting of the heavy granite stair components using a large crane.

TOBIN MEMORIAL BRIDGE – BOSTON, MA

CSI prepared and applied a durable heavy duty epoxy traffic system to the top-side wearing surface of the Chelsea on-ramp to Boston's landmark Tobin Bridge. This traffic-grade epoxy system has been successfully used for many bridge deck structures throughout the country.



HARVARD UNIVERSITY COLISEUM – CAMBRIDGE, MA

CSI performed structural stabilization and strengthening services including concrete repair and waterproofing systems for this world-renowned historic landmark.

AIR BARRIERS ▪ CAULKING & SEALANTS ▪ CHEMICAL / EPOXY GROUTING ▪ CONCRETE REPAIR
MASONRY RESTORATION ▪ MARINE REPAIR ▪ SITE DEVELOPMENT & EXCAVATION



CAPITOL PLAZA BUILDING – CONCORD, NH

CSI performed exterior façade restoration, brick re-pointing and replacement, and exterior painting services for the historic Capitol Plaza Building, located in busy downtown Concord.

OCEAN GATEWAY PARKING GARAGE – PORTLAND, ME

CSI performed all new masonry for this new parking garage, including ground-faced decorative block with joints struck on both sides; brick exterior stair towers with elevators; and a radius window-wall system over 150 ft long and two stories high. CSI also constructed a 65 ft high by 120 ft long rear wall, overcoming the challenges of poor access and harsh winter weather.



STATE OFFICE BUILDING – MONTPELIER, VT

Over a three-year period, CSI was awarded three separate phases of façade restoration to restore the marble and brick exterior of the state offices at 120 State Street in Vermont's capital city.

MIAMI INTERNATIONAL AIRPORT – MIAMI, FL

CSI performed concrete restoration & stucco work at the top of one of the observation and control towers. Concrete repairs were performed at night and stucco work during the day; both while the structure remained open to the public. CSI was also consulted as an 'expert contractor' for work performed on the façade of the North Terminal.



BAY HARBOR BRIDGE – TOWN OF BAY HARBOR ISLANDS, FL

CSI was awarded the contract to perform seawall repairs that included complete removal and replacement of the seawall cap and driving batter piles to resistance.



ARTS & SCIENCE DISTRICT PARKING GARAGE – FORT LAUDERDALE, FL

CSI performed various restoration services to improve this multi-level parking garage, including concrete repairs, pedestrian deck coating installation, expansion joint installation, complete railing replacement, and complete door replacement.



RESTORATION ▪ DECK COATINGS ▪ EXPANSION JOINT SYSTEMS ▪ EXTERIOR WALL COATINGS
PROTECTION ▪ STRUCTURAL STABILIZATION & STRENGTHENING ▪ WATERPROOFING

WALTER REED ARMY MEDICAL CENTER – WASHINGTON, DC

CSI performed design-build roof replacement & repair for the historic Walter Reed Army Medical Center, including design & construction of various roof replacements to buildings 1A–1F. Restored masonry elements included parapets, chimneys, & ornate balustrade walls.



HILLMAN STREET GARAGE – ANNAPOLIS, MD

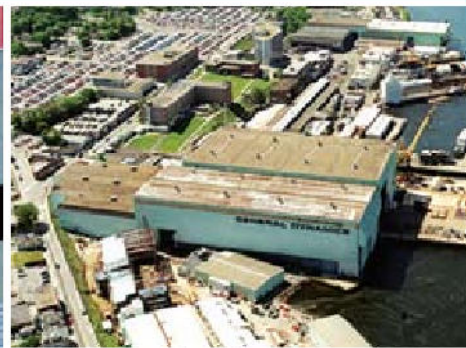
CSI repaired all four levels (full & partial depth concrete decks, overhead concrete beams, vertical concrete columns/walls, brick repair/replacement, concrete corbel repairs, sealant replacement, on-grade asphalt repairs.) CSI also re-striped the garage, repainted 25,000 LF of steel angle perimeter railing, replaced two, four-story steel/concrete staircases.



MARYLAND CITY WATER RECLAMATION FACILITY – LAUREL, MD

CSI repaired the two Reactor Tanks, including removal of 32 embedded steel wall bearing pads & replacement with quick-setting concrete patching material. CSI also patched concrete at the top of tank walls, re-pointed the masonry façade, removed/replaced masonry control joints & repaired concrete stairs.





CONTRACTING SPECIALISTS
INCORPORATED

CORPORATE OFFICE

453 South Main Street
Attleboro, MA 02703
T 508.222.2377
F 508.222.2580

REGIONAL OFFICES

1600 N. Powerline Road
Pompano Beach, FL 33069
T 954.786.3223
F 954.786.3228

477 Congress Street, 5th Floor
Portland, ME 04101-3431
T 207.523.3431
F 207.773.8597

5127 Berwyn Road
College Park, MD 20740
T 301.513.5226
F 301.513.7887

STRUCTURE TYPES & KEY MARKETS

Building Facades	Plaza Decks
Bridges & Piers	Parking Decks, Garages
Condos & Hotels	Government Facilities
Dams & Spillways	Stadiums
Educational Facilities	Tank Linings
Health Care Facilities	Water Treatment Plants

LEARN MORE AT
WWW.CONTRACTINGSPECIALISTS.COM

- Explore CSI Services
- View Project Profiles
- Subscribe to our free monthly e-newsletter
- Discover CSI's complimentary Best Practices seminars for engineers, architects, spec writers, facility owners & managers



VI. BID RESPONSE PACKAGE

**TOWN OF KENSINGTON, MARYLAND
DEMOLISH, REMOVE AND REPLACE
THE CONCRETE ENTRANCE
VERANDA AND BRICK MASONRY
PARAPET WALL
BID PROPOSAL FORM**

TOWN OF KENSINGTON
Matthew Hoffman
Town Manager
MJHoffman@tok.md.gov

BID DUE DATE: 3/29/21

TIME: 2:00 p.m.

Contracting Specialists, Incorporated-DC
(Business
Name)

Hereby submits the following proposal for the construction of. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the General Provisions, the Plans and Specifications, the proposed Contract and Addenda numbered 2 (complete if any addenda or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit- priced bids will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, required permits, etc. required by the documents for the entire work, all in strict accordance with the Contract Documents, for the stipulated lump sum of:

TOTAL ALL INCLUSIVE, LUMP SUM COST:

Eighty Seven Thousand Six Hundred Forty Five ⁸⁵/₁₀₀ Dollars
(Written)
(\$ 87,645.85)

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of 120 calendar days from the proposal opening date and that, if the undersigned

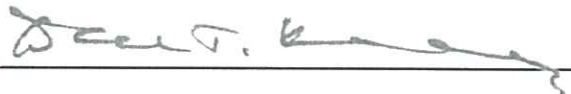
is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.

- C. Work under the Agreement shall not commence until a Notice to Proceed is issued. The
Town reserves the right to extend this Contract for an additional amount of time if
necessary.
- D. In submitting this bid, the Bidder certifies that the Bidder does not discriminate based on
race, religion, sex, age, ethnicity, ancestry, or national origin, physical or mental disability,
color, marital status, sexual orientation, gender identity, genetic information, political
affiliation, or any other factors not related to the ability to perform the work.
- F. The price shall be stated in both words and figures.

Registered MD Contractor No. 16462940 Date Issued 6/01/2020

Federal Employer ID Number (EIN) 94-3440087

Name of Bidder Contracting Specialists, Incorporated-DC

Authorized Signature  Date 4/09/2021

Printed Name and Title of Individual Authorized to Bind Bidder Don Kearney, Vice-President

BID TABULATION

Item No.	Repair Item Description	Unit	Repair Quantity	Unit Price	Total
DIVISION 1 – GENERAL REQUIREMENTS					
-----	Mobilization, job setup and permit requirements. Contractor's Mobilization shall include incidental items such as trash removal and dumpster fee; and special construction permits and shoring design	LS	1	N/A	\$ 27,412.66
-----	Electrical allowance to remove and cap existing electrical lines within areas to be demolished and to install new conduit and lighting beneath new elevated promenade.	AL	1	N/A	\$10,000.00
DIVISION 2 – SELECTIVE DEMOLITION					
02 2210	Completely demolish elevated mezzanine concrete slab and brick masonry parapet wall within the extents shown on the drawings, exposing tops of concrete columns to remain. All debris and components not to be salvaged shall be hauled off and disposed.	LS	1	N/A	\$ 8,097.97
02 2210	Salvage brick masonry units from demolished brick masonry parapet wall, in particular the rowlock course, to be re-installed upon conclusion of structural work.	LS	1	N/A	\$ 1,290.76
DIVISION 3 – CONCRETE					
03 3000	Provide all labor, materials, and accessories to dowel new reinforcing into tops of columns and pour new elevated reinforced concrete slab per the structural drawings.	LS	1	N/A	\$ 9,993.28
03 3000	Perform isolated top surface partial depth concrete repairs at structural slab at entrance-way to remain.	SF	20	\$ 42.50 /SF	\$ 850.00
DIVISION 4 – MASONRY					
04 0120	Provide all labor, materials, and accessories to construct new two-wythe brick masonry parapet wall, including restoration of arched headers, to a height of 42" above the restored elevated	LS	1	N/A	\$ 15,407.13

	veranda promenade.				
04 0120	Perform re-pointing of face brick around existing columns to remain.	LF	250	\$ <u>5.50</u> /LF	\$ <u>1,375.00</u>
04 0120	Demolish and rebuild masonry with significant stair-step cracking around existing columns to remain.	SF	60	\$ <u>56.25</u> /SF	\$ <u>3,375.00</u>
DIVISION 5 – STEEL					
05 1200	Provide all labor, materials, and accessories to furnish and install new structural steel framing as indicated on the structural drawings to support new concrete and masonry components.	LS	1	N/A	\$ <u>7,155.00</u>
DIVISION 7 – THERMAL AND MOISTURE PROTECTION					
07 1800	Perform full system application of 44-mil pedestrian urethane traffic bearing waterproofing system on newly-installed elevated deck and portions of exterior entrance-way to remain	LS	1	N/A	\$ <u>2,689.05</u>
TOTAL BID					
			\$ <u><u>87,645.85</u></u>		

TO BE SUBMITTED WITH BID

CERTIFICATE OF REGISTRATION

- A. Bidders are required to show evidence of a Certificate of Registration before the bid may be received and considered on a general contract or subcontract of \$20,000 or more. The Bidder shall complete on his Bid Proposal Form the following information: "Registered Maryland Contractor No. 16657942 " as well as providing this information on this form.
- B. An opinion by the Attorney General has granted an exemption to all properly qualified non-resident corporations as well as to resident General Contractors and Subcontractors. These firms need merely apply for an Exemption Certificate in order to meet the requirements of the law. Individuals, firms, partnerships and associations are required to qualify by application and submission of a financial statement. Bids on Federal projects are exempt under the law.
- C. The Bidder shall provide its Federal Employer Identification Number.

Federal EIN Number: 94-3440087

TO BE SUBMITTED WITH BID

INFORMATION REGARDING THE BIDDER

1. Name of Bidder Contracting Specialists, Incorporated-DC
(Individual /Firm/Corporation)

Place of Business of Bidder College Park, MD

Telephone Number (301) 513-5226

Email address of contact person vvainio@contractingspecialists.com

2. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Project, including work for any Maryland governmental units or agencies.

FOR WHOM
PERFORMED
NUMBER

CONTRACT
AMOUNT

DATE
COMPLETED

CONTACT'S NAME/
TELEPHONE

SEE ATTACHED

3. Bidders will answer the following questions: (The word "you" refers any individual, partnership, partner and/or corporation and it's officers.)

a. Have you ever failed to complete any work awarded to you? NO

If yes, state where and why _____

b. Have you ever been affiliated with some other organization that failed to complete a contract? NO

If yes, state name of individual and reason therefore. _____

[illegible]

STATE HOUSE STAIRS 16-124	OWNER	STATE OF MARYLAND	301-513-5226	JOHN EVIANIAK	410-767-6229	JOHN.EVIANIAK@MARYLAND.GOV
	DESIGNER					
	GC	CONTRACTING SPECIALISTS INC DC		VILLE VAINIO	301-513-5226	
GRANITE STAIR REPAIR						
	5/30/17-9/15/17					
	\$37,427 Final					
COURT OF APPEALS BUILDING 18-127	OWNER	STATE OF MD DEPT OF GENERAL SERVICES		DUANE LINCOLN	410-697-9226	DUANE.LINCOLN@MARYLAND.GOV
	DESIGNER					
	GC	CONTRACTING SPECIALISTS INC DC		VILLE VAINIO	301-513-5226	
TOWSON DISTRICT COURTHOUSE 18-157	OWNER	MARYLAND DEPT OF GENERAL SERVICES		THOMAS LEQUIRE	410-767-1236	THOMAS.LEQUIRE2@MARYLAND.GOV
	DESIGNER					
	GC	CONTRACTING SPECIALISTS INC DC		VILLE VAINIO	301-513-5226	
M&T BANK STADIUM SPORTS COMPLEX	OWNER	MARYLAND STADIUM AUTHORITY		SANDRA FOX	410-333-1560	SFOX@MDSTAD.COM
	DESIGNER	THP LIMITED INC		CHRISTOPHER PRZYBYLO	513-241-3222	CPRYZYWARA@THPLTD.COM
	GC	CONTRACTING SPECIALISTS INC DC		VILLE VAINIO	301-513-5226	
CONCRETE REPAIRS						
	6/25/19-7/26/19					
	\$58,636					

- c. With what other businesses are you affiliated? NONE
- d. Please list all persons who will supervise the work under the Contract? _____
Ville Vainio, Matthew Harris, Domingo David
- e. Identify all personnel who will be employed to prosecute the work described in the Contract Documents and list their hourly rate.
SEE ATTACHED
- f. Provide telephone number(s) for 24 hour a day emergency contact. _____
Office: 301-513-5226, 8am-5pm, M-F
Ville Vainio: 202-617-4070 (c), All other times
- g. Identify all subcontractors, materialmen, and suppliers that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.
Subcontractors: None
Suppliers: HD Supply
Aggregate Industries
Metro Sealants

Dated this 9th day of April, 2021.

Contracting Specialists, Incorporated-DC

Name of Bidder

By: Don G. Kearney Don Kearney



Job Name: CSI DC

Job Address: 5127 Berwyn Road
College Park, MD 20710

Job Number: FY 2021

Date: 4.12.21

T&M Hourly Rate Summary

No.	Trade Classification	Standard	OT
1	PM	\$123.60	\$185.40
2	Super	\$92.06	\$138.09
3	Foreman	\$61.71	\$92.56
4	Mechanic	\$39.75	\$59.62
5	Carpenter	\$50.28	\$75.43
6	Laborer	\$28.07	\$42.10
7	PE	\$66.95	\$100.43

TO BE SUBMITTED WITH BID

Non-Collusion Affidavit

Don Kearney, being duly sworn on oath, deposes and says:

That he/she is the

Vice-President

(Owner, Partner, Title if on behalf of a Corporation)

of Contracting Specialists, Incorporated-DC

(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

Don T. Kearney

(SEAL)



TO BE SUBMITTED WITH BID

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

1. I am the Vice-President (Title) and duly authorized representative of Contracting Specialists, Incorporated-DC (Name of Business Entity) whose address is 5127 Berwyn Road, College Park, MD 20740 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees

who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

N/A

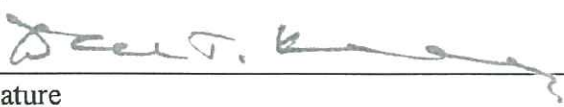
I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of Kensington under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town of University Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

4/09/2021

Date


Signature

Don Kearney

Printed Name

TO BE SUBMITTED WITH BID

TENTATIVE CONSTRUCTION SCHEDULE

Please attach a tentative construction schedule (Gantt chart preferred) with the bid proposal outlining project details such as, but not limited to, utility disconnections, ordering of materials, anticipated delivery of materials, construction start date and resulting plan with an estimated date of completion. Circumstances beyond the control of either party to the Contract that significantly alter the tentative construction schedule will be taken into account, and some allowance considered for adjustment of the construction schedule.

90 County

State of Maryland License

16657942

16371339

13840969



CONTRACTING SPECIALISTS INC
CSI
453 SOUTH MAIN STREET
ATTLEBORO MA 02703

CONTRACTING SPECIALISTS INC
CSI
5127 BERWYN ROAD
COLLEGE PARK MD 20705

20

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE
MO DAY YR
06/01/2020

MONTHS PAID
12

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2021**

ISSUING FEES	2.00
TOTAL	17.00
AMOUNT PAID	17.00

ISSUED BY

MAHASIN EL AMIN, CLERK OF CIRCUIT COURT
14735 MAIN STREET
UPPER MARLBORO, MARYLAND 20772-9987 (301)952-3331
SPN

The information below is for the Clerk's Office use only, customers can disregard.

These barcodes are for use with the new Cashiering System. When your site is upgraded, you will be given instructions for their use.

These barcodes must be scanned in order for RCS:

Scan this one first



16S150\$116371339\$116657942



Scan this one second



15.00\$M0.00\$M0.00\$M2.00