

**Mayor Tracey Furman**

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



**Council Member Conor Crimmins  
Council Member Ann Lichter**

Released: August 5, 2022

**Monday, August 8, 2022  
Town Council Meeting, 7:00 pm**

The Town Council Meeting will be held through the Zoom Video Conferencing application and access to the meeting is available through the following link:

<https://us02web.zoom.us/j/85198935764?pwd=a3Blc2pMQWRDc3ZHamhidy8rbXZIUT09>

**Meeting ID: 851 9893 5764**

**Password: 814151**

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**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

**APPROVAL OF MINUTES**

Town Organizational Meeting Minutes of July 11, 2022

Town Council Meeting Minutes of July 11, 2022

Council Work Session Minutes of July 26, 2022

**THE MAYOR AND TOWN COUNCIL**

**1. Auditing Committee:**

- a. Acknowledge that Leslie Olson will be replacing Paul Sexton on the Auditing Committee.

**2. Flinn Park Alcohol Waiver:**

- a. Discuss approving an alcohol waiver at Flinn Park for a Kensington Can! event.

**3. County Bill 18-22, Noise Control – Leaf Removal Equipment:**

- a. Discuss and review the Town's options with regards to County Bill 18-22.

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

## **THE TOWN MANAGER AND STAFF**

1. Council Meeting format for September 12 meeting
2. Labor Day Parade Update
3. Town Employee Handbook Revision

## **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-21-2022** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing a contract with Whitman, Requardt & Associates, LLC, for Consulting Engineer and Project Services for the rehabilitation of three Town bridges.
2. **Resolution No. R-22-2022** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to accept a proposal from Precision Concrete Cutting of Delaware and Maryland to remove certain sidewalk and trip hazards within the Town.
3. **Resolution No. R-23-2022** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to accept a proposal from Shorb Landscaping for hardscape and planting improvements at Clum-Kennedy Park.

## **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, September 12, 2022, 7:00 pm***



**Committee:** T&E  
**Committee Review:** At a future date  
**Staff:** Ludeen McCartney-Green, Legislative Attorney  
**Purpose:** To introduce agenda item – no vote expected  
**Keywords:** #LeafBlowers #NoiseControl

AGENDA ITEM #4  
June 28, 2022  
**Introduction**

## SUBJECT

Bill 18-22, Noise Control – Leaf Removal Equipment - Amendments

Lead Sponsor: Council President Albornoz at the request of the County Executive

## EXPECTED ATTENDEES

None

## COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- N/A; Introduction

## DESCRIPTION/ISSUE

- Bill 18-22 would:
  - (1) prohibit the sale and use of combustion engine-powered leaf blowers and leaf vacuums by a certain date;
  - (2) authorize a grant program to partially offset the cost of replacing a combustion engine-powered leaf blower or leaf vacuum with an electric leaf blower or leaf vacuum; and
  - (3) generally, revise the law regarding noise control.

## SUMMARY OF KEY DISCUSSION POINTS

- N/A

### This report contains:

Staff Report	Pages 1 - 2
Bill 18-22	© 1
Legislative Request Report	© 4
Fiscal Impact Statement	© 7
County Executive Memo	© 13

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**MEMORANDUM**

June 23, 2022

TO: County Council

FROM: Ludeen McCartney-Green, Legislative Attorney

SUBJECT: Bill 18-22, Noise Control – Leaf Removal Equipment - Amendments

PURPOSE: Introduction – no Council votes required

Bill 18-22, Noise Control – Leaf Removal Equipment – Amendments sponsored by the Lead Sponsor Council President at the Request of the County Executive, is scheduled to be introduced on June 21, 2022. A public hearing is tentatively scheduled for September 20 at 1:30 p.m.<sup>1</sup> The fiscal impact statement is ©7.

Bill 18-22 would:

- (1) prohibit the sale and use of combustion engine-powered leaf blowers and leaf vacuums by a certain date;
- (2) authorize a grant program to partially offset the cost of replacing a combustion engine-powered leaf blower or leaf vacuum with an electric leaf blower or leaf vacuum; and
- (3) generally, revise the law regarding noise control.

**BACKGROUND**

The purpose of this bill is to ban gas-powered leaf blowers to address environmental, noise, and health concerns raised by County residents. In Montgomery County, noise from leaf blowers resulted in 62 formal complaints to the Department of Environmental Protection (DEP) in 2021. *See* Legislative Request Report ©4.

Under Code §31B-9, the law requires noise level for leaf blowers must not exceed 70 dba at a distance of 50 feet. However, it has been increasingly difficult for DEP to measure and enforce

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<sup>1</sup> #noisecontrol#leafblower

leaf blowers that no longer have original manufacturer labels. As cited in the County Executive Memorandum,

“Research shows combustion engine-powered leaf blowers have specific low and mid-frequency noise qualities or tones that are highly penetrative and result in noise being two to four times louder than electric plug-in or battery-powered options at the unit and up to 400 feet away. The low-frequency noise is particularly penetrative of non-heavy building materials and easily carries through windows and doors. Beyond being distracting, this noise can have adverse health effects, both auditory, such as hearing loss and tinnitus, systemic vascular disease, and mental illness.” ©13.

There are more than 170 communities that have regulations related to leaf blowers with more than 100 prohibiting or limiting their use. Both DC and Chevy Chase Village have bans on leaf blowers that went into effect on January 1, 2022. DC’s legislation allows for the sale of a petroleum-powered leaf blower, if the customer is given written notification that it cannot be used in DC after January 1, 2022. The Town of Chevy Chase is offering a rebate on electric blowers of \$200 as of April 2021. They have processed over 20 applications to date. California, in May 2021, introduced legislation to require the determination of an appropriate phase-out of gasoline equipment, but regulation timelines are not yet proposed. *See Legislative Request Report ©4.*

#### **BILL SPECIFICS**

Bill 18-22 would prohibit the sale of a combustion engine-powered handheld, backpack, or walk-behind leaf blower or leaf vacuum *six months* after the legislation is enacted.

Further, it would prohibit the use of combustion engine-powered handheld, backpack, or walk-behind leaf blowers or leaf vacuums *a year* after the legislation is enacted.

Bill 18-22 would also authorize DEP to establish a reimbursement program by providing a partial credit, subject to regulations, for residents and businesses who purchase an electric leaf blower and in exchange return the gas-powered leaf blower or leaf vacuum to the County. To receive the credit, the gas-powered leaf removal equipment must be purchased prior to a certain date.

Generally, two witnesses are required for an enforcement officer to issue a noise citation under Chapter 31B. However, under this bill, a person may be subject to a Class A fine (up to \$1,000), if the Director of DEP or designee receives a single noise complaint, with photographic evidence, demonstrating the use of a combustible leaf blower or leaf vacuum.

This packet contains:

Bill 18-22

Legislative Request Report

Fiscal Impact Statement

County Executive Memorandum

Circle #

1

4

7

13

Bill No. 18-22  
Concerning: Noise Control – Leaf  
Removal Equipment - Amendments  
Revised: 6/10/2022 Draft No. 1  
Introduced: June 28, 2022  
Expires: December 28, 2023  
Enacted: [date]  
Executive: [date signed]  
Effective: [date takes effect]  
Sunset Date: [date expires]  
Ch. [#], Laws of Mont. Co. [year]

## COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

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By: Council President at the Request of the County Executive

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**AN ACT** to:

- (1) prohibit the sale and use of combustion engine-powered leaf blowers and leaf vacuums by a certain date;
- (2) authorize a grant program to partially offset the cost of replacing a combustion engine-powered leaf blower or leaf vacuum with an electric leaf blower or leaf vacuum; and
- (3) generally, revise the law regarding noise control.

By amending

Montgomery County Code  
Chapter 31B, Noise Control  
Sections 31B-9 and 31B-12

<b>Boldface</b>	<i>Heading or defined term.</i>
<u>Underlining</u>	<i>Added to existing law by original bill.</i>
[Single boldface brackets]	<i>Deleted from existing law by original bill.</i>
<u>Double underlining</u>	<i>Added by amendment.</i>
[[Double boldface brackets]]	<i>Deleted from existing law or the bill by amendment.</i>
* * *	<i>Existing law unaffected by bill.</i>

*The County Council for Montgomery County, Maryland approves the following Act:*

1           **Sec. 1. Sections 31B-9 and 31B-12 are amended as follows:**

2   **31B-9. [Leaf blowers] Leaf removal equipment.**

3                                           \*                                           \*                                           \*

4           (e)   *Sale of combustion leaf removal equipment – Prohibited.* A person must  
5                   not sell or offer for sale a combustion engine-powered handheld,  
6                   backpack, or walk-behind leaf blower or leaf vacuum.

7           (f)   *Use of combustion leaf removal equipment – Prohibited.* A person must  
8                   not use a combustion engine-powered handheld, backpack, or walk-  
9                   behind leaf blower or leaf vacuum.

10          (g)   *Reimbursement.* The Director may establish a time-limited program  
11                   based on criteria set by regulation to partially reimburse County residents  
12                   and businesses that purchase electric leaf blowers or leaf vacuums to  
13                   replace combustion engine-powered leaf blowers or leaf vacuums.

14               (1)   To receive reimbursement under subsection (g), an owner of a  
15                   combustion engine-powered leaf blower or leaf vacuum must  
16                   apply to the Director in a form prescribed by the Director and  
17                   deliver the combustion engine-powered leaf blower or leaf  
18                   vacuum to the County.

19          (h)   An enforcement officer may issue a civil citation under this Section if the  
20                   Director receives a complaint of a noise disturbance supported by  
21                   photographic evidence of a violation of subsection (f).

22   **31B-12. Enforcement and penalties.**

23                                           \*                                           \*                                           \*

24          (f)   Except as provided in Section 31B-9(h), [An] an enforcement officer may  
25                   issue a civil citation for any violation of this Chapter if the enforcement  
26                   officer:

27               (1)   witnesses the violation; or

28                   (2)    receives complaints from at least 2 witnesses of a noise  
29                               disturbance.

30   Complaints by 2 witnesses are required to issue a citation under paragraph (2), but are  
31   not required to prove that a person violated this Chapter.

32                               \*                   \*                   \*

33   **Sec. 2. Effective Date.** Subsection (e) of Section 31B-9, under Section 1 of this Act,  
34   must take effect 6 months after the Act becomes law. Subsection (f) of Section 31B-  
35   9, under Section 1 of this Act, must take effect 1 year after the Act becomes law.  
36   Subsection (g) of Section 31B-9, under Section 1 of this Act, must apply  
37   reimbursement only for purchases of combustion engine-held leaf blowers or leaf  
38   vacuums made before this Act becomes law.



## LEGISLATIVE REQUEST REPORT

### Introduction of Bill XX-22, Amendments to Chapter 31B

**DESCRIPTION:** Bill XX-22 would prohibit the sale and use of combustion engine-powered leaf blowers and leaf vacuums, authorize a grant program to partially offset the cost of replacing a combustion engine-powered leaf blowers or leaf vacuum with an electric leaf blowers or leaf vacuum, and revise County law regarding enforcement in noise control for leaf blowers.

**PROBLEM:** Leaf blowers are currently regulated in Chapter 31B to not exceed 70 dBA at a distance of 50 feet. However, gasoline leaf blowers, or combustion engine-powered leaf blowers (further referenced as CEPLBs) are common in landscaping, yard maintenance, and snow removal. These are a growing noise issue in Montgomery County, and are a public health risk to workers and residents in the communities where they are used.

Noise is known to create adverse health effects, as well as simply be a distraction and interrupt work for many. As to health effects, it is known to create hearing loss and tinnitus, as well as effects such as reduced mental performance and health and hypertension. Leaf blowers are known to create significant noise. These effects are exacerbated for leaf blowers operators in landscape companies often minorities, as well as those nearby especially children and elderly, those working from home, and those that work overnight shifts, sleeping during typical leaf blowing hours.<sup>1</sup>

In Montgomery County specifically, noise from leaf blowers resulted in 62 formal complaints to DEP in fiscal year 2021. The current legislation regulates CEPLBs in Chapter 31B to not exceed 70 dBA at a distance of 50 feet. This legislation is difficult to measure and enforce if leaf blowers no longer have the original manufacturer labels. Additionally, noise is measured on a logarithmic scale in dBA. As such, the current 70 dBA allowance is doubly as loud a low 60s dBA noise more commonly seen in BLBs. As stated above, BLBs also don't have the penetrative low frequency tone. With the noise and health effects of CEPLBs, DEP is seeking to phase out CEPLBs through prohibiting sale January 1, 2022 and use beginning January 1, 2023.

The legislation also enables DEP to create a grant program for trade-in of CEPLBs or purchase of new BLBs to support this transition

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<sup>1</sup> <https://www.audubon.org/magazine/spring-2021/why-cities-are-taking-action-limit-loud-and>

away from CEPLBs for private citizens and companies in the County. With this grant program, and already affordable alternatives, this legislation is a benefit to communities and workers ensuring Montgomery County is a healthy place to live and work.

**GOALS AND  
OBJECTIVES:**

Bill XX-22 addresses the increasing noise issues from combustion engine-powered leaf blowers through phase-in of plug-in electric and battery options. This is supported through authority to create a grant program and updates to the enforcement mechanism for the noise control ordinance.

**COORDINATION:**

Department of Environmental Protection

**FISCAL IMPACT:**

Office of Management and Budget.

**ECONOMIC IMPACT:**

Office of Legislative Oversight.

**RACIAL EQUITY  
AND SOCIAL  
JUSTICE IMPACT:**

Office of Legislative Oversight.

**EXPERIENCE  
ELSEWHERE:**

There are more than 170 communities that have regulations related to leaf blowers with more than 100 prohibiting or limiting their use.<sup>2</sup> Both DC and Chevy Chase Village have bans on leaf blowers that go into effect January 1, 2022.<sup>3</sup> DC's legislation allows for the sale of a petroleum-powered leaf blower, if the customer is given written notification that it cannot be used in DC after January 1, 2022. The Town of Chevy Chase is offering a rebate on electric blowers of \$200 as of April 2021. They have processed over 20 applications to date. California, in May 2021, introduced legislation to require determination of an appropriate phase out of gasoline equipment, but regulation timelines are not yet proposed.<sup>4</sup>

**SOURCE OF  
INFORMATION:**

Jason Mathias, Department of Environmental Protection

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<sup>2</sup> <https://www.audubon.org/magazine/spring-2021/why-cities-are-taking-action-limit-loud-and>

<sup>3</sup> <https://trackbill.com/bill/district-of-columbia-bill-234-leaf-blower-regulation-amendment-act-of-2017/1445642/> and [https://www.chevychasevillagemd.gov/DocumentCenter/View/3414/ReslNo\\_12-01-19\\_Chapter-20-Sec--20-2-Leaf-blowers\\_finaladopted](https://www.chevychasevillagemd.gov/DocumentCenter/View/3414/ReslNo_12-01-19_Chapter-20-Sec--20-2-Leaf-blowers_finaladopted)

<sup>4</sup> [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220AB1346](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB1346)

APPLICATION  
WITHIN  
MUNICIPALITIES:

This bill applies to all municipalities that accept or adopt the County Noise Control Ordinance.

PENALTIES:

Class A

**Fiscal Impact Statement**  
**Introduction of Bill XX-22, Amendment to Chapter 31B**

**1. Legislative Summary.**

Bill XX-22 prohibits the sale and use of hand-held and backpack combustion engine-powered leaf blowers and vacuums in the County. It further establishes a grant program to offset the cost of replacing the equipment and revises the law regarding noise control.

**2. An estimate of changes in County revenues and expenditures regardless of whether the revenues or expenditures are assumed in the recommended or approved budget. Includes source of information, assumptions, and methodologies used.**

Bill XX-22 is not expected to have an impact on County revenues.

As shown in Tables 1 and 2, over a six-year period, Bill XX-22 could increase expenditures by up to \$1,489,546.

<b>Table 1</b> <b>Implementation Cost Summary</b>							
	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>	<b>Total</b>
<b>Outreach and Education (DEP)</b>	\$420,000	\$120,000	\$0	\$0	\$0	\$0	<b>\$540,000</b>
<b>Equipment Replacement</b>	\$907,023	\$907,023	\$0	\$0	\$0	\$248,250	<b>\$2,062,296</b>
<b>Contractual Changes</b>	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	<b>\$90,000</b>
<b>Transition Grants</b>	\$110,000	\$100,000	\$100,000	\$0	\$0	\$0	<b>\$310,000</b>
<b>Personnel Costs</b>	\$75,000	\$75,000	\$75,000	\$0	\$0	\$0	<b>\$225,000</b>
<b>Operational Cost Avoidance</b>	\$0	(\$347,550)	(\$347,550)	(\$347,550)	(\$347,550)	(\$347,550)	<b>(\$1,737,750)</b>
<b>Total</b>	<b>\$1,527,023</b>	<b>\$869,473</b>	<b>(\$157,550)</b>	<b>(\$332,550)</b>	<b>(\$332,550)</b>	<b>(\$84,300)</b>	<b>\$1,489,546</b>

<b>Table 2</b> <b>Implementation Cost Summary Description</b>		
Item	Expected Cost	Details
<b><u>Education and Outreach</u></b>		
Mailers	\$240,000	Based on costs from mailers from the pesticide ban, to every resident and business in the County. This would be for two mailers. Reducing to one mailer saves \$120,000 or one full mailer with an additional just to single family homes would save \$57,000.
Advertisements	\$300,000	Radio, television, and internet ad campaigns, based on costs from implementing the pesticide ban.
<b>Subtotal</b>	<b>\$540,000</b>	
<b><u>Equipment Replacement</u></b>		
DGS Replacements	\$14,000	Equipment replacements for Department of General Services (DGS), including gasoline handheld, backpack, and walk behind blowers.
DOT Replacements	\$28,000	Equipment replacements for Department of Transportation (DOT), including gasoline handheld, backpack, and walk behind blowers.
Year 5+ DOT and DGS Battery Replacements	\$7,500	Batteries require replacements after enough use, expected in year five (5) or six (6) for many pieces of equipment.
<b>Subtotal</b>	<b>\$49,500</b>	
<b><u>Non-County Equipment Replacement - These are State entities that the County cannot enforce the legislation for, but may still want to support in replacing equipment.</u></b>		
MNCPPC Replacements	\$473,710	The Bill isn't enforceable to MNCPPC but is recommended for MNCPPC to replace equipment if possible.
MNCPPC Year 5+ Battery Replacements	\$66,750	The Bill isn't enforceable to MNCPPC but if MNCPPC is able to replace equipment, battery replacements are needed as well.
MCPS Replacements	\$1,298,336	The Bill isn't enforceable to MCPS but is recommended for MCPS to replace equipment if possible.
MCPS Year 5+ Battery Replacements	\$174,000	The Bill isn't enforceable to MCPS but if MCPS is able to replace equipment, battery replacements are needed as well.
<b>Subtotal</b>	<b>\$2,012,796</b>	
<b><u>Contractual Changes</u></b>		
DGS Contract Increases	\$90,000	DGS notes that County contracts for lawn care and landscaping are unpredictable, due to the complexity of required replacements and operational savings, but this estimate accounts for doubling the leaf management cost portion of its contracts due to the cost of equipment switching incurred to contractors.
<b><u>Transition Grants</u></b>		
Equipment Turn-in Rebates/Grants for Individuals and Small Businesses	\$300,000	Three-year program offering \$100 rebates for 1,000 applicants per year. The legislation gives DEP the authority for grants, but it is not a requirement. Prohibiting use of equipment still in useful life without offering a grant or rebate is not recommended.
Grant Management Software	\$10,000	Software to manage turn-in rebates/grants (first year cost only)
<b>Subtotal</b>	<b>\$310,000</b>	
<b><u>Personnel Costs</u></b>		
Grant Management	\$225,000	Term-limited staff member for 3 years. Alternatively, if the Septic legislation is approved and a position added for that workload, that position can handle these responsibilities.
<b><u>Operational Cost Avoidance</u></b>		
Operational Cost Avoidance	(\$1,737,750)	Assuming an average of \$350 in cost avoidance per piece of equipment per year for fuel and maintenance.
<b>Total</b>	<b>\$1,489,546</b>	

Assumptions included in this cost estimate are detailed below.

A. Education and Outreach.

A 2015 EPA study estimates that there are 11 million leaf blowers in the United States.<sup>1</sup>

Using this nationwide information and extrapolating using County population estimates, there could be more than 35,000 leaf blowers in Montgomery County. Montgomery County is also home to one of the largest landscaping companies in the region, Ruppert, which employs nearly 2,000 employees.<sup>2</sup> To succeed in having 35,000 leaf blowers retired or replaced with electric alternatives, this legislation will require a robust education campaign of the phase out and alternatives. The Montgomery County Pesticide Ban featured a similar rollout and education campaign. In that campaign, DEP spent \$120,000 in a single direct mailing to each household and business in Montgomery County, and an additional \$300,000 in advertising on radio, television, and internet ads. This campaign will be similar in order to ensure awareness of the legislation, timeline, rationale, and alternatives. Additional mailings, if needed, would cost \$120,000 to every address or \$63,000 to single family households owned over two years. A follow up mailing to single family households owned over two years at a later point is recommended.

B. Equipment Replacement.

Bill XX-22 will require direct replacement of leaf blowers that are owned and operated by the County government, namely DGS and DOT. To abide by the 12-month implementation timeline of the legislation, replacements will need to take place in FY22 and FY23 for all leaf blowers.

MNCPPC and MCPS have a significant quantity of leaf blowers in the County, but as State entities, MNCPPC and MCPS are not required to comply with this legislation. If the County wishes to support MNCPPC and MCPS in switching to electric leaf blowers, estimates for MNCPPC and MCPS are included as well.

The estimated replacement unit costs for leaf blowers are shown in Table 2.

<b>Table 3. Equipment Replacement Unit Costs</b>		
<b>Equipment Type</b>	<b>Unit Cost</b>	<b>Notes</b>
Handheld	\$ 200	
Backpack	\$ 715	
Walk Behind	\$ 715	These are uncommon and expected to be replaced with backpack options
Battery Only	\$ 250	Extra or replacement batteries. Batteries are typically replaced after five years for frequently used equipment.

Leaf blowers vary in costs, from \$100 to \$1,100, for electric, battery operated plus additional battery costs, with handheld being on the lower end of costs and backpack more expensive. Additional batteries may cost \$150 to \$700 as well, and are needed for when leaf blowers are used for extended periods and not able to be plugged in. MNCPPC made purchases in 2021 that were roughly \$200 each per handheld blower, but with backpack models being \$325 and \$1,100. These vary based on strength, in air blown and time each lasts on a charge. A variety of backpack selections will likely be made at an average cost of \$715. MNCPPC, MCPS, DOT, and DGS assisted in calculating these estimates.

<sup>1</sup> <https://www.epa.gov/sites/production/files/2015-09/documents/banks.pdf>

<sup>2</sup> <https://www.lawnandlandscape.com/page/top-100/>

C. Contractual Changes.

Indirect costs will include increased costs for County contracts for lawn care and landscaping services. DGS is the main contract holder for these services and noted that it cannot predict how bids will come through. This is likely due to the complexity of increased capital costs required by contractors to abide with this legislation; however, the contractors are expected to see savings over the lifetime of the equipment. Based on a DGS contract for service in 2016 for 22 facilities, the cost per year for leaf removal is slightly more than \$5,000. This is one of three contracts that DGS has for lawn services; estimation of doubling all contracts for leaf blowing service will result in about \$15,000 per year.

D. Transition Grants – Grants/Rebates for Individuals and Small Businesses.

Bill XX-22 includes enabling legislation to offer a grant or rebate program for upfront costs of the electric leaf blowers or leaf vacuums for private residents and commercial entities. Such a grant program would require expenditures for both staff/stand up of establishing the grant program and the grants themselves, including an estimated \$10,000 for software management of grants. Staffing needs are noted below.

Grants would be designed to incentivize trade in, and potentially additional battery costs, especially for small and minority businesses. Such a grant could look like \$100 per piece of equipment for the first 1,000 applicants per year. This would total \$100,000, annually, for the first three years, or \$300,000 in total.

E. Personnel Costs.

There is currently leaf blower legislation that requires enforcement of the decibel level, not to exceed 70 dBA at 50 feet. To enforce the current law, DEP responded to 38 cases in FY19 and FY20. This responsibility falls to the Environmental Compliance group within DEP which has staff that responds to noise code violations. For enforcement, there is no additional staffing requests to comply with this legislation, as this Bill will be easier to enforce than the current legislation on decibel level.

One term staff member to coordinate or manage the grant/rebate program and education and outreach is expected to cost \$75,000 annually for three years, or \$225,000 in total.

F. Operational Cost Avoidance.

Based on literature studies, there may be cost avoidance from electric leaf blowers that will offset some additional costs, fuel savings, and maintenance savings. A University of Arkansas study found that its campus electric leaf blowers cost less than one-third of the operations and maintenance costs over a five-year period as compared to its gasoline or combustion engine-powered alternatives.<sup>3</sup> This was a savings of \$360 per year per piece of equipment. Similarly, the Town of Chevy Chase calculated up to \$345 in annual operations and maintenance savings.<sup>4</sup> Based on these, we estimate \$350 in annual savings per leaf blower.

G. Discussion on Estimates.

At a time when all leaf blowers are being replaced, it would be strategic to evaluate needs of total leaf blowers, and/or purchase of corded electric leaf blowers instead of powered, as which is best for individual needs and cost reduction. However, replacements for DGS, DOT, MCPS, and MNCPPC are estimated using battery powered (not plugin), with expectations for additional batteries for each piece of equipment. In areas where leaf blower operations

<sup>3</sup> [https://sustainability.uark.edu/\\_resources/publication-series/project-reports/reports-electric\\_power\\_tools\\_ua-2017-ofs.pdf](https://sustainability.uark.edu/_resources/publication-series/project-reports/reports-electric_power_tools_ua-2017-ofs.pdf)

<sup>4</sup> <https://www.townofchevychase.org/DocumentCenter/View/3097/Leaf-Blower-Cost-Comparisons->

require heavy use for multiple hours a day, the operators will require the purchase of additional battery(ies) at \$250 or more each, estimated at three additional batteries per blower. These costs are captured in the estimates shown above.

Additionally, for heavy use, a gasoline leaf blower lasts five to ten years, and an electric will last five years then likely require some replacement batteries in future years. For less use batteries will need to be replaced less frequently. This estimate is based on heavier use. This estimate assumes that there is no need to update infrastructure for charging batteries overnight, as a 110v outlet is acceptable. This estimate also assumes that there will be no daytime charging in trucks and that spare (excess) batteries would be used to meet daily needs. Upgrades are available for outlets, electrifying trucks for single plug ins, or battery backups on trucks for charging, that will greatly increase costs, and may be used strategically for heavy use.

**3. Revenue and expenditure estimates covering at least the next six fiscal years.**

See the response to Question 2.

**4. An actuarial analysis through the entire amortization period for each bill that would affect retiree pension or group insurance costs.**

The Bill is not expected to impact retiree pension or group insurance costs.

**5. An estimate of expenditures related to County's information technology (IT) systems, including Enterprise Resource Planning (ERP) systems.**

Bill XX-22 is not expected to impact the County's IT or ERP systems.

**Later actions that may affect future revenue and expenditures if the bill authorizes future spending.**

The Bill does not authorize future spending.

**6. An estimate of the staff time needed to implement the Bill.**

During implementation it could take up to approximately 40 hours per week to provide education, outreach, and manage the grant program. The anticipated workload will require one new position if a grant program is offered, a Program Specialist II. The estimate above reflects the hiring of one term staff member to handle these tasks. In addition, existing staff will also be needed to conduct enforcement functions from time to time. This requirement can be handled as part of existing staff workload in the to be created DEP Enforcement and Compliance Division.

**7. An explanation of how the addition of new staff responsibilities would affect other duties.** In addition to a new term staff position for grants management, the implementation of this Bill will be handled mainly by the Environmental Compliance Unit. The enforcement is expected to be less than current enforcement efforts of the decibel level requirements.

**8. An estimate of costs when an additional appropriation is needed.**

See the response to Question 2.



**9. A description of any variable that could affect revenue and cost estimates.**

Electric equipment costs are decreasing, and the EmPower Maryland Utility program is under review. These two variables could reduce future costs to purchase new electric leaf blowers and leaf vacuums.

**11. Ranges of revenue or expenditures that are uncertain or difficult to project.**

Not applicable.

**12. If a Bill is likely to have no fiscal impact, why that is the case?**

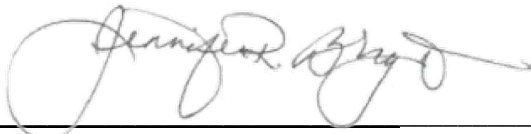
Not applicable.

**13. Other fiscal impacts or comments.**

Not applicable.

**14. The following contributed to and concurred with this analysis:**

Jason Mathias, Department of Environmental Protection  
Patty Bubar, Department of Environmental Protection  
Stan Edwards, Department of Environmental Protection  
Mary Travaglini, Department of Environmental Protection  
Steve Martin, Department of Environmental Protection  
Gus Montes de Oca, Department of General Services  
Jeffrey Knutsen, Department of Transportation  
Lynne Zarate, Department of Transportation  
Amanda Aparicio, Montgomery County Department of Parks  
Rich Harris, Office of Management and Budget



**Jennifer R. Bryant, Director**  
**Office of Management and Budget**

**2 - 22 - 22**

**Date**



OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich  
*County Executive*

M E M O R A N D U M

March 15, 2022

TO: Gabe Albornoz, President  
Montgomery County Council

FROM: Marc Elrich, County Executive *Marc Elrich*

SUBJECT: Introduction of Bill XX-22, Amendments to Chapter 31B

I am transmitting the attached proposed legislation, which amends Chapter 31B in response to significant noise complaints and research on the noise impacts of gasoline or combustion engine-powered leaf blowers. This legislation would phase out the sale of handheld and backpack combustion engine-powered leaf blowers and vacuums beginning six months from enactment, and their use twelve months from enactment.

Combustion engine-powered leaf blowers are known to exceed World Health Organization and the National Institute of Occupational Safety and Health standards for daytime noise and occupational safety noise standards, respectively. Although efforts have been made to regulate the overall noise volume of such leaf blowers in recent years, the Department of Environmental Protection (DEP) still receives significant complaints from residents across the County. Research shows combustion engine-powered leaf blowers have specific low and mid-frequency noise qualities or tones that are highly penetrative and result in noise being two to four times louder than electric plug in or battery powered options at the unit and up to 400 feet away. The low frequency noise is particularly penetrative of non-heavy building materials and easily carries through windows and doors. Beyond being distracting, this noise can have adverse health effects, both auditory, such as hearing loss and tinnitus, systemic vascular disease and mental illness.

With cost effective alternative equipment available as electric options, this prohibition will phase out combustion engine-powered equipment and phase in much less noisy electric plug-in and battery powered equipment. To assist in this phase-in, the legislation also authorizes a grant

March 15, 2022

Page 2 of 2

program for DEP to ease the transition for residents and companies in the County. The legislation also allows a citation to be issued from one witness complaint, rather than the two required for other noise ordinance issues.

I appreciate your prompt consideration of this action.

ME:ah

Attachments

cc: Richard S. Madaleno, Chief Administrative Officer, Office of the County Executive  
Debbie Spielberg, Special Assistant to the County Executive  
Adriana Hochberg, Acting Director, Department of Environmental Protection  
Ken Hartman, Director of Strategic Partnerships, Office of the County Executive  
Patrice Bubar, Deputy Director, Department of Environmental Protection  
Jason Mathias, Legislative Manager, Department of Environmental Protection

Bill No. XX-22  
Concerning: Noise Control – Leaf  
Removal Equipment  
Revised: [date] Draft No. 1  
Introduced: [date]  
Expires: [18 mos. after intro]  
Enacted: [date]  
Executive: [date signed]  
Effective: [date takes effect]  
Sunset Date: [date expires]  
Ch. [#], Laws of Mont. Co. [year]

## COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

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By: Transportation & Environment Committee

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**AN ACT** to:

- (1) prohibit the sale and use of combustion engine-powered leaf blowers and leaf vacuums;
- (2) authorize a grant program to partially offset the cost of replacing a combustion engine-powered leaf blower or leaf vacuum with an electric leaf blower or leaf vacuum; and
- (3) generally revise County law regarding noise control.

By adding

Montgomery County Code  
Chapter 31B, Noise Control  
Section 31B-9

<b>Boldface</b>	<i>Heading or defined term.</i>
<u>Underlining</u>	<i>Added to existing law by original bill.</i>
[Single boldface brackets]	<i>Deleted from existing law by original bill.</i>
<u>Double underlining</u>	<i>Added by amendment.</i>
[[Double boldface brackets]]	<i>Deleted from existing law or the bill by amendment.</i>
* * *	<i>Existing law unaffected by bill.</i>

*The County Council for Montgomery County, Maryland approves the following Act:*

1 **Sec. 1. Sections 31B-9 and 31B-12 are amended as follows:**

2 **31B-9. [Leaf blowers] Leaf removal equipment.**

3 \* \* \*

4 (e) Effective [insert a specific date that is six months after this act becomes law], a  
 5 person must not sell a combustion engine-powered handheld, backpack, or walk-  
 6 behind leaf blower or leaf vacuum.

7 (f) Effective [insert a specific date that is one year after this act becomes law], a person  
 8 must not use a combustion engine-powered handheld, backpack, or walk-behind leaf  
 9 blower or leaf vacuum.

10 (g) The Director may establish a time-limited program based on criteria set by  
 11 regulation to partially reimburse County residents and businesses that purchase  
 12 electric leaf blowers or leaf vacuums to replace combustion engine-powered leaf  
 13 blowers or leaf vacuums that were purchased before [insert the date that this act  
 14 becomes law]. To receive the reimbursement, an owner of a combustion engine-  
 15 powered leaf blower or leaf vacuum must apply to the Director in a form prescribed  
 16 by the Director and deliver the combustion engine-powered leaf blower or leaf  
 17 vacuum to the County.

18 (h) An enforcement officer may issue a civil citation under this Section if the Director  
 19 receives a complaint of a noise disturbance supported by photographic evidence of a  
 20 violation of subsection (f).

21 **31B-12. Enforcement and penalties.**

22 \* \* \*

23 (f) Except as provided in Section 31B-9(h), [An] an enforcement officer may issue a  
 24 civil citation for any violation of this Chapter if the enforcement officer:

25 (1) witnesses the violation; or

26 (2) receives complaints from at least 2 witnesses of a noise disturbance.

27 Complaints by 2 witnesses are required to issue a citation under paragraph (2), but  
 28 are not required to prove that a person violated this Chapter.

29 \* \* \*

30  
 31 Approved:

32

---

Gabe Albornoz, President, County Council

Date

33

*Approved:*

34

---

Marc Elrich, County Executive

Date

35

*This is a correct copy of Council action.*

36

---

Selena Mendy Singleton, Clerk of the Council

Date

Approved as to form and legality:



---

Office of the County Attorney  
Walter E. Wilson

**Resolution No. R-21-2022**

Adopted:

A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with Whitman, Requardt and Associates, LLP, for Consulting Engineer and Project Services for the rehabilitation of three Town bridges.

**Whereas**, the Town intends to issue a Request for Proposals (“RFP”) for construction services for maintenance and rehabilitation of Bridge No. M-K-02X01 carrying Frederick Avenue, Bridge No. M-K-03001 carrying Kensington Parkway, and Bridge No. M-K-04001 carrying Kent Street, all over Silver Creek located in the Town (“Bridges”); and

**Whereas**, the Town is in need of engineering services to assist in drafting the RFP for the construction services for the Bridges, and to review Proposers' references, evaluate the Proposers' bids, and provide oversight services; and

**Whereas**, Whitman Requardt and Associates, LLP, was the successful bidder on a competitively bid contract for engineering and project management services awarded by Montgomery County; and

**Whereas**, Whitman Requardt and Associates, LLP has agreed to provide engineering and oversight services to the Town at the same pricing as that contained in the bid submitted to Montgomery County, a copy of which is attached as Exhibit A to the Agreement; and

**Whereas**, pursuant to Chapter II, “Government and Administration”, Article 4, “Purchasing and Contracts”, Section 2-402, “Bidding Requirements”, of the Town Code, all purchases exceeding \$10,000 shall be approved by the Town Council; and

**Whereas**, pursuant to Chapter II, Section 2-403 of the Town Code, whenever a Local Government whose purchasing policies are comparable to those of the Town of Kensington, has conducted a bid and awarded a contract, the Town may purchase the bid item at the bid price from the successful bidder without a formal bid process; and

**Whereas**, the Mayor and Council have determined that it is in the public interest to authorize the Town Manager to enter into a contract with Whitman Requardt and Associates, LLP at the pricing detailed on Exhibit A, on the terms and conditions set out in the attached Agreement.

**Now, Therefore, Be It Resolved** by the Mayor and Council of Town of Kensington that the Town Manager be and is hereby authorized to enter into a contract in substantially the form attached at the pricing detailed on Exhibit A, with a contract price of \$14,435.66.

**ADOPTED** by the Town Council of Kensington, Maryland, by extra-majority vote, at the regular public meeting assembled on the 8th day of August, 2022.

**EFFECTIVE** the 8th day of August, 2022.

**ATTEST:        TOWN OF KENSINGTON, MARYLAND**

By: \_\_\_\_\_  
Susan C. Engels, Clerk – Treasurer

\_\_\_\_\_  
Tracey C. Furman, Mayor



## **CONSULTANT AGREEMENT**

THIS CONSULTANT AGREEMENT (the “Agreement”) is effective this \_\_\_\_ day of August, 2022, by and between the TOWN OF KENSINGTON (the “Town”), a municipal corporation of the State of Maryland and WHITMAN REQUARDT AND ASSOCIATES, LLP, 801 South Caroline Street, Baltimore, MD 21231 (“Consultant”).

**WHEREAS**, Consultant desires to act for the Town as an independent licensed engineering contractor to provide engineering services to assist in the request for proposal process for the rehabilitation of Bridge No. M-K-02X01 carrying Frederick Avenue, Bridge No. M-K-03001 carrying Kensington Parkway, and Bridge No. M-K-04001 carrying Kent Street, all over Silver Creek located in the Town, and to review Proposers' references, evaluate the Proposers' bids, and provide oversight services (“Project”); and

**WHEREAS**, the Town desires that Consultant provide such services; and

**WHEREAS**, as the result of a full competitive bid process under Montgomery County RFP#1098917, a Contract for Engineering Services was issued by Montgomery County, Maryland (“County”) for various engineering services, Contract No. 1111496, designated by category; and

**WHEREAS**, Montgomery County’s purchasing policies are comparable to those of the Town and the bid process for the RFP was consistent with that adopted by the Town; and

**WHEREAS**, the Consultant has agreed to extend the pricing structure for civil engineering of the County contract for engineering services to the Town; and

**WHEREAS**, the engineering services available under the County Contract are responsive to the needs of the Town.

**NOW, THEREFORE,** in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Appointment.** The Town hereby engages Consultant, as an independent licensed engineering consultant and not as an agent or employee of the Town, to provide civil engineering services for the Project. Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

**2. Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with generally accepted engineering practices. The following Consultant services are included as part of this Agreement:

Civil engineering services for the Project to assist in the request for proposal process for the Project, and to review Proposers' references, evaluate the Proposers' bids, and provide oversight services. The services are more particularly described in attached Exhibit A, Consultant's proposal, which is incorporated herein by reference.

The Parties recognize that a state of emergency has existed in Maryland due to the COVID-19 pandemic and the Project may be impacted. In the event of delays to the critical path of the agreed Project Schedule resulting solely from the effects of the COVID-19 pandemic, the actual number of days of delay will be added to the Project Schedule as an equitable adjustment. Expected costs that may be incurred due to the need for social distancing, personal protective equipment, additional office facilities and cleaning have been included in the Contract Price.

**3. Dates of Work.** The Consultant agrees to commence work within ten days

of notice to proceed. Within ten (10) days of the Notice-to-Proceed, Consultant shall provide a calendar schedule for each task listed herein for approval by the Town Manager. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement, provided that the Consultant's services must in any event be governed by the exercise of sound professional practices and the Consultant shall not be liable for delays beyond its reasonable control.

**4. Contract Price.** The Town agrees to pay the Consultant, as consideration for the Consultant's performance in accordance with applicable professional standards, a sum not to exceed \$14,435.66 for the performance of all work under the Agreement. The Contract Price includes expenses such as travel, printing, copying, binding, telephone, drawings, diagrams and photographs.

Additional services related to this project shall be provided by the Consultant on an as-needed basis as directed by the Town in writing. Such services shall be billed to the Town at the hourly rates established in Exhibit A.

Invoices for payment may be submitted on a monthly basis and, for additional services, must be accompanied by hourly billing and any other documentation required by the Town. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

**5. Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

Exhibit A Engineer Proposal dated July 14, 2022  
Three Bridge Inspection reports from Montgomery County Department of Transportation  
Required affidavits and certifications  
Insurance certificates and additional insured endorsement  
Agreed schedule of work

6. **Other Payments; Expenses; Taxes.** The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of its obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent contractor by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement comprehensive general liability insurance, automobile liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy except for workers compensation and professional errors and omissions, Consultant will name the Town of Kensington its officers, officials, agents, servants, and employees as additional insureds.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Professional Errors and Omissions Insurance. The Consultant shall maintain a policy with limits of not less than \$1,000,000.00 each claim/aggregate.

C. Automobile Liability Coverage Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.)

D. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Agreement throughout the term of the Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town within ten (10) days following the execution of this Agreement and prior to commencement of any work. The Certificate shall demonstrate that the Consultant has complied with the requirements of this section and be in a form acceptable to the Town. The Town shall receive 30 days prior written notice of any reduction or elimination of the insurance coverage required herein.

A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable. Required insurance shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage herein shall have an AM Best rating of A-VII or better.

The Consultant shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Consultant; by any subcontractor; by any person employed by the Consultant or any subcontractor; or by anyone for whose acts the Consultant may be liable.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the consultant in the Agreement awarded, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

**8. Indemnification.** The Consultant shall indemnify and save harmless the Town, its officers, officials, and employees, from third-party claims, damages, costs, liabilities, and expenses recoverable by law, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

**9. Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations, subject to professional standards.

**10. Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted; provided, however, the Consultant shall not be liable for deficiencies in information furnished by the Town or others for whom the Consultant was not legally liable.

**11. Subcontracting.** The Consultant may not subcontract any other work required under this Agreement without the consent of the Town. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractor.

**12. Accurate Information.** The Consultant certifies that all information provided in response to requests for information is true and correct to the best of its knowledge and belief. Any intentionally false or misleading information is grounds for the Town to terminate this Agreement.

**13. Errors in Specifications.** The Consultant shall take no advantage of any known error or omission in the specifications, but the Consultant shall be entitled to rely upon the specifications. The Town shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

**14. Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

**15. No Assignment.** This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

**16. Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with Contract Documents, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct, or commence and reasonably continue to correct, such default within 24 hours in an emergency situation, and otherwise within 72 hours, after receipt of notification, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have.

**17. Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods, and services furnished up to the effective date of such termination.

**18. Notices.** All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

Matt Hoffman  
Town Manager



Town of Kensington  
3710 Mitchell Street  
Kensington, MD 20895

Walter P. Miller  
Partner  
Whitman Requardt and Associates, LLP  
801 South Caroline Street  
Baltimore MD 21231

**19. Intentionally omitted.**

**20. Enforcement Provisions.** The failure of the Town or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

**21. Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

**22. Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**23. Set-Off.** In the event that Consultant shall owe an obligation of any type whatsoever to the Town at any time during the term hereof or after termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the Town.

**24. Counterparts.** The parties may execute this Agreement in counterparts, with electronic signatures, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be

deemed an original instrument as against any party who has signed it. This Agreement shall not be valid or enforceable unless and until duly executed by a duly authorized officer of each party. The Parties may sign in writing or by electronic signature. An electronic signature will have the same effect as an original signature.

**25. Ownership and Use of Documents.** All documents, materials or data developed as a result of this Agreement are the Town's property. The Town has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this Agreement. The Town may use this information for its own purposes, including reporting to state and federal agencies. Any modification or reuse of such documents, materials, or data, without the written consent of the Consultant, shall be at the user's sole risk and without liability to the Consultant. The Consultant warrants that, to the best of its knowledge, information, and belief, it has title to or right of use of all documents, materials or data used or developed in connection with this Agreement.

**26. Changes.** The Town may unilaterally increase or decrease ("Change") the work, materials and services to be performed. The Change must be in writing and within the general scope of the Agreement. The Agreement will be modified to reflect any time or money adjustment the Consultant is entitled to receive. Consultant must bring to the Project Manager, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Town issued the change in work, or the claim is waived. The Consultant must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

**27. Confidentiality.** The Town may disclose Consultant's information to the extent required by the Maryland Public Information Act ("MPIA") or other applicable law. Consultant shall mark

any information that it wishes to remain “confidential” or “proprietary” before providing the information to the Town. In the event that, pursuant to the MPIO or other process, the Town receives a request for information that has been so marked by Consultant, and the Town agrees that the information may be exempt from disclosure under Maryland law, then the Town will not disclose the information and will notify the Consultant of the request. Consultant shall bear the costs of asserting any right to non-disclosure of its information. This Agreement is not a confidential document.

The Consultant shall keep confidential all information provided by the Town, or to which the Consultant has access as part of the provision of services under this Agreement.

**28. Patents, Copyrights and Royalties.** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, copyright or license, or other property or privacy right the Consultant must secure, before using or employing such materials, the authorizations and approvals related to its use in writing from the owner or licensee of such letters of patent, copyright or license, or other property or privacy right, and file the same with the Town. The Consultant will indemnify and hold harmless the Town related to Consultant's infringing or otherwise improper or unauthorized use to the extent that the Consultant performs, commits, specifies or directs an infringement on a patent, copyright, license or trade secret or other private property right; provided, however, the Consultant shall not be liable for infringements specified or directed by the Town or others for whom the Consultant is not legally liable. In the event that an injunction shall be obtained against the Town's use of items by reason of infringement of any patent, copyright, license or trade secret or other property or privacy right, the Consultant will, at its expense, procure for the

Town the right to continue using the items, replace or modify the same so that it becomes non-infringing.

**29. Performance During Dispute.** Unless otherwise directed by the Town, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved

**30. Third Party Beneficiary.** This Agreement is entered into solely for the benefit of the Town and the Consultant. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal the day and year first above written.

WITNESS:

TOWN OF KENSINGTON

\_\_\_\_\_  
Susan Engels, Clerk-Treasurer

By: \_\_\_\_\_  
Matthew J. Hoffman, Town Manager

WITNESS:

WHITMAN REQUARDT AND ASSOCIATES, LLP

\_\_\_\_\_

By: \_\_\_\_\_  
Name:

Title:

Approved as to form and legal sufficiency

\_\_\_\_\_  
Suellen M. Ferguson,  
Attorney for the Town of Kensington



July 11, 2022  
**Revised July 14, 2022**

Mr. Matthew Hoffman  
Town Manager  
Town of Kensington  
3710 Mitchell Street  
Kensington, Maryland 20895

Re: Procurement of Engineering Design Services and  
Construction Management and Inspection Services for the  
Rehabilitation of Bridge Nos. M-K-02X01, M-K-03001, and M-K-04001  
Scope of Services and Price Proposal  
WRA WO# 32308-000

Dear Mr. Hoffman:

Whitman, Requardt and Associates, LLP (WRA) is submitting herewith for your review and approval this **revised** Scope of Services and Price Proposal to assist the Town with the procurement of engineering design services and construction management and inspection services for the rehabilitation of Bridge No. M-K-02X01 carrying Frederick Avenue, Bridge No. M-K-03001 carrying Kensington Parkway, and Bridge No. M-K-04001 carrying Kent Street, all over Silver Creek in the Town of Kensington, Montgomery County, Maryland. Furthermore, Town of Kensington has requested services to review Proposers' references, evaluate the Proposers' bids, and provide oversight services throughout the project.

We propose to furnish these services in accordance with the terms and conditions of the Town of Kensington Consultant Agreement, based upon the current rates of Montgomery County Contract No. 1111496 solicited through RFP#1098917, and based on a fully burdened rate in an amount not to exceed **\$14,435.66**. The following attachments are included for your review:

Attachment A – Scope of Services  
Attachment B – Summary of Work Hours  
Attachment C – Cost and Summary Form  
Attachment D – Montgomery County Contract No. 1111496, Amendment No. 1 (Current Contract Rates)

If you have any questions regarding this Scope of Services and Price Proposal, please contact Mr. Scott Kirwin at 443-224-1566 or [skirwin@wrallp.com](mailto:skirwin@wrallp.com).

Very truly yours,  
Whitman, Requardt & Associates, LLP

Walter P. Miller, PE  
Partner

Enclosures

cc: Mr. Jim Guinther – WRA  
Mr. William Geschrei – WRA  
Mr. Scott Kirwin – WRA  
File

## **Attachment A**

### **Scope of Services to Assist the Town of Kensington with Procuring The Engineering Design Services and Construction Management and Inspection Services for The Rehabilitation of Bridge Nos. M-K-02X01, M-K-03001, and M-K-04001 submitted to the Town of Kensington**

#### **PROJECT UNDERSTANDING**

Town of Kensington has requested a Scope of Services and Price Proposal to assist the Town with procuring an engineer to provide the engineering design services and construction management and inspection services for the rehabilitation of Bridge No. M-K-02X01 carrying Frederick Avenue, Bridge No. M-K-03001 carrying Kensington Parkway, and Bridge No. M-K-04001 carrying Kent Street, all over Silver Creek in the Town of Kensington, Montgomery County, Maryland. Furthermore, Town of Kensington has requested services to review Proposers' references, evaluate the Proposers' bids, and provide oversight services throughout the project.

Whitman, Requardt and Associates, LLP (WRA) will assist the Town with procuring engineering design services that shall consist of design, contract document preparation, and construction support services for the work. The procured engineer shall be responsible for preparing a Request for Proposals (RFP) used to engage a Contractor to perform bridge rehabilitation services based upon the Bridge Inspector's Recommendations for Maintenance Repairs found in the most recent bridge inspection report provided by Montgomery County Department of Transportation (MCDOT). The RFP will provide the Proposers a defined scope of work, the work performance requirements, detailed direction for the improvements, defined quantities, and a method of payment. Furthermore, the RFP must allow Town of Kensington to reduce the scope of work as necessary to fit within its budget allocation based upon the selected Proposer's bid prices.

MCDOT has engaged WRA for engineering services through Contract No. 1111496, Contract for Planning, Design, and Engineering Services for Transportation Facilities. The work associated with this task will be based upon that Contract, and therefore, the work will be prepared in conformance with MCDOT standards for design and construction.

WRA has developed this scope of services based upon discussions with the Town of Kensington Town Manager, Matthew Hoffman, and the available bridge inspection reports. A proposed Scope of Service follows below. Within ten (10) days of the Notice-to-Proceed, WRA shall provide a calendar schedule for each task listed herein for approval by the Town Manager.

#### **SCOPE OF SERVICE**

##### **Task 1: Prepare Documents for Procurement of Engineering Design Services and Construction Management and Inspection Services**

The purpose of this task is to perform the services required to assist the Town with preparing the documentation to procure engineering design services for the design, Contract Document preparation, and construction management and inspection services associated with the rehabilitation for the noted structures as set forth by the recommendations made in the available inspection reports.

1. Advertisement Document. Following the Town's Contract Documents and advertising forms, WRA will prepare a document outlining the required experience documentation as well as the engineering services required to complete the work. This proposal assumes two (2) rounds of Town comments and WRA revisions. This proposal assumes that the Town will post the completed document(s) on its web site with no assistance by WRA.

##### **Task 2: Provide Support during Advertisement for Procurement of Engineering Design Services and Construction Management and Inspection Services**

The purpose of this task is to perform the services required to assist the Town during the advertisement period for procuring the engineering design services and construction management and inspection services.

1. Pre-bid Meeting. WRA will attend an engineering services pre-bid meeting with the Town and the Proposers to discuss the advertised project and assist the Town with answering Proposers' questions.
2. Advertisement. During the procurement period, WRA will assist the Town with responses to Proposers' questions regarding the advertisement and the services required to be included in the proposal. This proposal assumes assisting with responses to 10 questions following the pre-bid meeting.

### **Task 3: Statements of Qualifications and Proposal Evaluation**

The purpose of this task is to perform the services required to assist the Town with reviewing the Statements of Qualifications and evaluating the Proposals obtained during the advertisement period.

1. Determination of Qualified Proposers. WRA will assist the Town with the determination of qualified Proposers' by reviewing statements of qualification to ensure that each Proposer meets the Town's desired experience requirements. This proposal assumes six (6) Proposers will present statements of qualification.
2. Evaluation of Proposals. WRA will assist the Town with the evaluation of the submitted proposals for conformance with the RFP as well as reasonable pricing for the proposed work. This proposal assumes that four (4) qualified Proposers will submit bids.

### **Exclusions**

The following tasks are assumed to be unrelated or unnecessary for successful completion of the project and are excluded from the scope of service provided:

- No independent design calculation development
- No independent cost estimation
- No onsite inspection or construction management oversight.
- Laboratory testing fees
- Right-of-way surveys, plats, and working map development
- Utility coordination, relocation design, and test holes

ATTACHMENT B – SUMMARY OF WORK HOURS

PROJECT NAME: Procurement of Engineering Design Services and Construction Manangement and Inspection Services for the Rehabilitation of Bridge Nos. M-K-02X01, M-K-03001, and M-K-04001																														
WORK HOUR ESTIMATE																														
		CLIENT: Town of Kensington																												
TASK	TASK DESCRIPTION:	Senior Managers	Project Managers	Transportation/ Highway Engineers	Structural/ Bridge Design Engineers	Hydrologic/ Hydraulic Engineers	Transportation Planners	Project Engineer	Senior Engineer	Geologist	Geotechnical Engineer	Environmental Engineers	Environmental Scientist	Wetland Biologist	Hydraulics Engineers	Civil Designer	Construction Inspector	Landscape Architect	Planner / Scientist / Engineer	GIS Specialist	Right-of-Way Specialist	Architect	Architectural Historian	Noise Specialist	Construction Manager	Traffic Counter	CADD Operator	Traffic Engineer	Graphic Artist	WRA TOTAL WORK HOURS
Task 1 -		Prepare Documents for Procurement of Engineering Design Services and Construction Management and Inspection Services																												
1.1	Advertisement Document	4		2	2	2			8				2												2					22
	Task 1 SUBTOTALS =	4	0	2	2	2	0	0	8	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	22
Task 2 -		Oversight of Engineering Design Services and Contract Document Preparation																												
2.1	Pre-Bid Meeting	4																												4
2.2	Engineering Services Advertisement	2		2	2	2			4				2																	14
	Task 2 SUBTOTALS =	6	0	2	2	2	0	0	4	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
Task 3 -		Oversight of Construction Support Services and Construction Management and Inspection Services																												
3.1	Determination of Qualified Proposers	4		2	2	2			4		2		2												2					20
3.2	Evaluation of Proposals	4		2	2	2			8		2		2												2					24
	Task 1D SUBTOTALS =	8	0	4	4	4	0	0	12	0	4	0	4	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	44
		Senior Managers	Project Managers	Transportation/ Highway Engineers	Structural/ Bridge Design Engineers	Hydrologic/ Hydraulic Engineers	Transportation Planners	Project Engineer	Senior Engineer	Geologist	Geotechnical Engineer	Environmental Engineers	Environmental Scientist	Wetland Biologist	Hydraulics Engineers	Civil Designer	Construction Inspector	Landscape Architect	Planner / Scientist / Engineer	GIS Specialist	Right-of-Way Specialist	Architect	Architectural Historian	Noise Specialist	Construction Manager	Traffic Counter	CADD Operator	Traffic Engineer	Graphic Artist	WRA TOTAL WORK HOURS
TOTAL WORK HOURS FOR ALL TASKS		18	0	8	8	8	0	0	24	0	4	0	8	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	84





Attachment C

WHITMAN, REQUARDT & ASSOCIATES, LLP  
Cost and Price Summary  
Contract No. 1111496

July 14, 2022

Town of Kensington - Procurement of Engineering Services for Rehabilitation of Three Bridges

Job Class	Hours	Billable Rate	Total Billable
Principal/Partner			
Senior Managers (20+ Years)	18	\$ 202.38	\$ 3,642.84
Project Managers (12+ Years)		\$ 199.56	\$ -
Transportation/Highway Engineers (10+ Years)	8	\$ 179.89	\$ 1,439.12
Structural/Bridge Design Engineers	8	\$ 142.80	\$ 1,142.40
Hydrologic/Hydraulic Engineers	8	\$ 168.57	\$ 1,348.56
Transportation Planners		\$ 178.66	\$ -
Project Engineer		\$ 166.22	\$ -
Senior Engineer	24	\$ 153.13	\$ 3,675.12
Geologist		\$ 143.88	\$ -
Geotechnical Engineer	4	\$ 139.96	\$ 559.84
Environmental Engineer		\$ 182.35	\$ -
Environmental Scientist	8	\$ 146.79	\$ 1,174.32
Wetland Biologist		Not Applicable	\$ -
Hydraulics Engineer		\$ 110.48	\$ -
Civil Designer		\$ 140.88	\$ -
Construction Inspectors		\$ 96.67	\$ -
Instrument Person		\$ 67.82	\$ -
Landscape Architect		\$ 146.46	\$ -
Licensed Surveyor		\$ 168.22	\$ -
Web Designer		\$ 100.05	\$ -
Planner/Scientist/Engineer		\$ 103.54	\$ -
Computer Programmer		\$ 103.54	\$ -
GIS Specialist		\$ 119.17	\$ -
Right-Of-Way Specialist		\$ 125.22	\$ -
Relocation Specialist		\$ 144.10	\$ -
Archaeologist		Not Applicable	\$ -
Archaeologist Field Technician		Not Applicable	\$ -
Architect		\$ 156.90	\$ -
Architectural Historian		\$ 146.19	\$ -
Noise Specialist		\$ 115.92	\$ -
Construction Manager	6	\$ 185.51	\$ 1,113.06
Traffic Counter		\$ 78.67	\$ -
CADD Operator		\$ 84.78	\$ -
GIS/Database Developer		Not Applicable	\$ -
Sr. CADD Technician		\$ 120.16	\$ -
Party Chief		\$ 91.70	\$ -
Traffic Engineer		\$ 152.54	\$ -
Graphic Artist		\$ 77.50	\$ -
Network Administrator		\$ 151.32	\$ -
Mechanical Engineer		\$ 174.70	\$ -
Electrical Engineer		\$ 163.48	\$ -
SUBTOTAL	84		\$ 14,095.26
Contingent Services			
a. 10% of Fee (Services Contingency)	0%	\$ 14,095.26	\$ -
b. 5% of Fee (Item Contingency)	0%	\$ 14,095.26	\$ -
SUBTOTAL			\$ -
Direct Expenses			
a. Local Travel (Meetings and site visits)	240	\$0.585/mile	\$ 140.40
b. Printing, parking, shipping, etc.			\$ 200.00
			\$ -
SUBTOTAL			\$ 340.40
Subcontractor			
Percentage			0.0%
Percentage			0.0%
Percentage			0.0%
Percentage			0.0%
Percentage			0.0%
Total MFD Sub-consultants		\$ -	0.0%
Non-MFD			
			\$ -
Percentage			\$ -
Total Non-MFD Sub-consultants			\$ -
SUBTOTAL			\$ -
TOTAL			\$ 14,435.66

## Attachment D

Contractor's Name Whitman, Requardt & Associates, LLP Contract No. 1111496  
Address 801 South Caroline Street Amendment # 1  
City, State, Zip Code Baltimore, Maryland 21231

This amendment is between Montgomery County, Maryland (County) and Whitman, Requardt & Associates, LLP (Contractor).

### BACKGROUND

1. The parties entered into Contract No. 1111496 on April 9, 2020.
2. The term of the present contract ends on April 8, 2023.
3. The purpose of the contract is Planning, Design and Engineering Services for Transportation Facilities.
4. The Contract authorizes a price adjustment.
5. The purpose of this amendment is to adjust the prices as provided for under the contract.

### CHANGES

1. A price adjustment, as expressly permitted under the terms of the contract, is allowed as follows:  
Effective April 29, 2022, all contract prices are increased by 4.2 % in accordance with paragraph c, Price Adjustment, Article II, Compensation of the Special Terms and Conditions of this contract and the Consumer Price Index for the Washington Metropolitan Area for the previous 12-month period percentage change of the Employment Cost Index (ECI) (Series Id: CIU20200000000LMA). These labor rates are effective for Task Orders issued after April 29, 2022. The new rates cannot apply to previously issued Task Orders. New Prices reflecting this adjustment are attached to this amendment, which will replace Attachment E.

### EFFECT

1. Existing contract provisions remain in effect unless specifically changed by this amendment.
2. This amendment is entered into prior to the expiration of the contract term.
3. This amendment is entered into on the date of signature by the Director, Office of Procurement.
4. No goods or services are to be provided pursuant to this amendment until the Director, Office of Procurement signs it.

Contract No.: 1111496

Date: 05/10/2022

Whitman, Requardt and Associates, LLP  
Contract #1111496

Labor and Expense Unit Cost Evaluation Table  
Attachment E

	BILLABLE RATE - 2020/2021- (fixed for years 1 & 2)	BILLABLE RATE - 2022 (EPI 2021 Q4 - 4.20%)
1 Principal/Partner		
2 Senior Managers (20+ Years)	\$ 194.22	\$ 202.38
3 Project Managers (12+ Years)	\$ 191.52	\$ 199.56
4 Transportation/Highway Engineers (10+ Years)	\$ 172.64	\$ 179.89
5 Structural/Bridge Design Engineers	\$ 137.04	\$ 142.80
6 Hydrologic/Hydraulic Engineers	\$ 161.78	\$ 168.57
7 Transportation Planners	\$ 171.46	\$ 178.66
8 Project Engineer	\$ 159.52	\$ 166.22
9 Senior Engineer	\$ 146.96	\$ 153.13
10 Geologist	\$ 138.08	\$ 143.88
11 Geotechnical Engineer	\$ 134.32	\$ 139.96
12 Environmental Engineer	\$ 175.00	\$ 182.35
13 Environmental Scientist	\$ 140.87	\$ 146.79
14 Wetland Biologist	Not Applicable	Not Applicable
15 Hydraulics Engineer	\$ 106.03	\$ 110.48
16 Civil Designer	\$ 135.20	\$ 140.88
17 Construction Inspectors	\$ 92.77	\$ 96.67
18 Instrument Person	\$ 65.09	\$ 67.82
19 Landscape Architect	\$ 140.56	\$ 146.46
20 Licensed Surveyor	\$ 161.44	\$ 168.22
21 Web Designer	\$ 96.02	\$ 100.05
22 Planner/Scientist/Engineer	\$ 99.37	\$ 103.54
23 Computer Programmer	\$ 98.87	\$ 103.02
24 GIS Specialist	\$ 114.37	\$ 119.17
25 Right-Of-Way Specialist	\$ 120.17	\$ 125.22
26 Relocation Specialist	\$ 138.29	\$ 144.10
27 Archaeologist	Not Applicable	Not Applicable
28 Archaeologist Field Technician	Not Applicable	Not Applicable
29 Architect	\$ 150.58	\$ 156.90
30 Architectural Historian	\$ 140.30	\$ 146.19
31 Noise Specialist	\$ 111.25	\$ 115.92
32 Construction Manager	\$ 178.03	\$ 185.51
33 Traffic Counter	\$ 75.50	\$ 78.67
34 CADD Operator	\$ 81.36	\$ 84.78
35 GIS/Database Developer	Not Applicable	Not Applicable
36 Sr. CADD Technician	\$ 115.32	\$ 120.16
37 Party Chief	\$ 88.00	\$ 91.70
38 Traffic Engineer	\$ 146.39	\$ 152.54
39 Graphic Artist	\$ 74.38	\$ 77.50
40 Network Administrator	\$ 145.22	\$ 151.32
41 Mechanical Engineer	\$ 167.66	\$ 174.70
42 Electrical Engineer	\$ 156.89	\$ 163.48

**Resolution No. R-22-2022**

Adopted:

A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to accept the proposal from Precision Concrete Cutting of Delaware and Maryland, to remove certain sidewalk hazards within the Town.

**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 a proposal from Precision Concrete Cutting of Delaware and Maryland to remove certain sidewalk tripping hazards within the Town; and

**Whereas**, Precision Concrete Cutting of Delaware and Maryland provided two separate proposals, detailed within Exhibit A and Exhibit B, for a total sum of \$34,569.38; and

**Whereas**, Exhibit A provides a scope of work for certain sidewalk repairs on Town maintained streets and where Exhibit B provides a scope of work for certain sidewalk repairs on County and State maintained streets, which are the maintenance responsibility of the Town; and

**Whereas**, the Town Manager is recommending that the Mayor and Council accept the proposal from Precision Concrete Cutting of Delaware and Maryland for an amount not to exceed \$34,569.38.

**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 Precision Concrete Cutting of Delaware and Maryland for the scope and services detailed within Exhibit A and Exhibit B for an amount not to exceed \$34,569.20.

**ADOPTED** by the Town Council of Kensington, Maryland, at the regular public meeting assembled on the 8th day of August, 2022.

**EFFECTIVE** the 8th day of August, 2022.

**ATTEST: TOWN OF KENSINGTON, MARYLAND**

By: \_\_\_\_\_  
Susan C. Engels, Clerk – Treasurer

\_\_\_\_\_  
Tracey C. Furman, Mayor



215 Middleboro Road  
Wilmington DE 19804  
Phone: 302-250-5663 mobile  
302-543-5833 office

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## **TRIP HAZARD REMOVAL AGREEMENT / AUTHORIZATION TO PROCEED**

### **PART 1. GENERAL**

**Date:** This Contract made this \_\_\_\_\_ of July 2022

#### **1.1 Contractor**

Precision Concrete Cutting of Delaware and Maryland  
215 Middleboro Road  
Wilmington DE 19804  
Phone 302-250-5663  
E-mail: [jim@safesidewalksdemd.com](mailto:jim@safesidewalksdemd.com)  
Contractor's Representative: Jim Grimes

#### **2. Client (herein called "Client") Town of Kensington**

Address is located at: 3710 Mitchell Street Kensington MD. 20895

## **TOWN OF KENSINGTON-BID # 3393**

**1.3 Project.** Removal of sidewalk trip hazards at various locations located within the property defined by the client. Method shall involve sawing sidewalk trip hazards and removing debris and dust from the area.

### **PART 2. SCOPE OF WORK**

#### **2.1 Generally.**

A. Precision Concrete Cutting shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of cutting, removing and disposing of concrete sidewalk trip hazards designated to Contractor in writing from time to time as set forth in the contract documents. All concrete shall be disposed of as required by law.

### **PART 3. PAYMENT / AUTHORIZATION**

#### **3.1 CONTRACT PRICE**

A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

B. The Client shall pay the Contractor \$ 24,969.38 total for all concrete cut, removed and disposed of set forth on the bid. Total amount is due within 30 days of invoice submittal by Contractor. Late payment of 10% is added for any invoice over 30 days late and interest of 12% APR is due until paid.

C. Precision Concrete Cutting guarantees that sidewalk trip hazard repairs will remain within your parameters for 3 years from the time of the initial repair. If any repair becomes outside your parameters due to continued lifting, sinking or any other natural causes created by normal pedestrian traffic. PCC will make the additional repairs at no additional cost to the customer. Precision Concrete Cutting reserves the right to refuse additional repairs if it is deemed that the additional repair is needed due to actions outside the limits discussed above, including heavy equipment or automobiles damaging the panel.

### 3.2 LEGAL

A. **Authorization.** Precision Concrete Cutting removes only those trip hazards specifically requested by the client, and therefore makes no guarantee that the property is completely free of trip hazards after the work has been completed. Additionally, it is recognized that after completion of the contract, concrete / sidewalk trip hazards may and probably will continue to occur over time due to tree roots, water, settling, and other natural and man-made causes outside of Precision Concrete Cutting's control. Upon completion of the contract Precision Concrete Cutting will not be responsible to remove trip hazards and is not liable for any related claims, losses, or damages.

By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Precision Concrete Cutting is approved to schedule the work and complete it according to their schedule.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

Client: \_\_\_\_\_

Company / Organization: \_\_\_\_\_

\_\_\_\_\_  
Signature





**Town of Kensington**  
 Township Streets  
 Matt Hoffman  
 3710 Mitchell St  
 Kensington, MD 20895

**Date: July 12, 2022**

**Bid # 3393**

**Precision Concrete Cutting**

Jim Grimes

215 Middleboro Road

Wilmington DE 19804

[jim@safesidewalksdemd.com](mailto:jim@safesidewalksdemd.com)

855-832-9876 office

302-250-5663 cell

888-622-0490 fax

**Trip Hazards 1/2" and up**

**Property Address:**

3704 Perry Avenue Kensington MD. 20895

Pin #	Height 1	Height 2	Lineal Ft	Location/Description	Severity	SQ FT
1	0.625	0.250	4.00	3704 Perry Ave left of lead walk at tree	Severe	16
2	0.500	0.000	4.00	3702 Perry Ave left edge of lead walk	Hazardous	16
3	1.125	1.000	4.00	3702 Perry Ave left edge of driveway	Critical	16
4	0.500	0.000	4.00	10722 Lexington St left of door before tree	Hazardous	16
5	0.500	0.500	4.00	3704 Farragut Ave left driveway edge	Hazardous	16
6	0.500	0.000	4.00	3708 Farragut Ave right of driveway at tree	Hazardous	16
7	2.000	0.750	4.00	3710 Farragut Ave right of lead walk at tree	Critical	16
8	2.000	0.000	4.00	3710 Farragut Ave right of lead walk at corner of home	Critical	16
9	1.500	0.500	4.00	3712 Farragut Ave left edge of lead walk	Critical	16
10	0.500	0.000	4.00	3712 Farragut Ave left of driveway	Hazardous	16
11	0.500	0.000	4.00	3714 Farragut Ave right property line at utility pole	Hazardous	16
12	0.750	0.000	4.00	3716 Farragut Ave far left corner of property at tree left of entrance to parking	Critical	16
13	0.750	0.500	4.00	3750 University Blvd W right rear corner of building before entrance to parking lot	Critical	16
14	0.500	0.375	4.00	3711 Farragut Ave left driveway edge	Hazardous	16
15	0.500	0.000	4.00	3701 Dupont Ave right rear corner of home at end of brick pavers	Hazardous	16
16	1.500	0.000	4.00	3703 Dupont Ave right driveway edge	Critical	16
17	0.500	0.000	4.00	3705 Dupont Ave left property line at utility pole	Hazardous	16
18	0.500	0.000	4.00	3709 Dupont Ave left of driveway past tree	Hazardous	16
19	0.625	0.000	4.00	3713 Dupont Ave left corner of home past tree	Severe	16
20	0.625	0.000	4.00	3715 Dupont Ave left of driveway at storm drain	Severe	16
21	0.750	0.000	4.00	3715 Dupont Ave right driveway edge	Critical	16
22	0.875	0.375	4.00	3717 Dupont Ave left corner of property at tree	Critical	16
23	1.750	1.125	4.00	3725 Dupont Ave left of entrance to bank before tree	Critical	16
24	1.625	0.000	4.00	3725 Dupont Ave left of entrance to bank at tree	Critical	16
25	1.875	0.000	4.00	3725 Dupont Ave left of entrance to bank past tree	Critical	16
26	0.500	0.250	5.00	3725 Dupont Ave left side of bank at beginning of new concrete at tree	Hazardous	25
27	0.500	0.000	5.00	3725 Dupont Ave left front corner of bank at beginning of lead along side	Hazardous	25
28	0.500	0.000	5.00	10613 Concord St back side of storm drain at corner	Hazardous	20



29	0.500	0.000	4.00	10613 Concord St rear of Valvoline before utility pole	Hazardous	16
30	0.500	0.000	4.00	10613 Concord St rear of Valvoline past utility pole	Hazardous	16
31	0.625	0.000	4.00	10613 Concord St rear of Valvoline utility pole at tree	Severe	16
32	0.500	0.000	4.00	10613 Concord St rear of Valvoline past tree	Hazardous	16
33	0.500	0.000	2.00	10613 Concord St rear of Valvoline at crack at bottom of handicap ramp. Butterfly cut	Hazardous	36
34	0.625	0.000	3.00	10613 Concord St rear of Valvoline at crack at bottom of handicap ramp. Butterfly cut	Severe	36
35	1.000	0.000	5.00	10613 Concord St front of Valvoline at bottom of handicap ramp	Critical	36
36	0.500	0.000	5.00	10613 Concord St front of Valvoline at bottom of handicap ramp. Opposite side of entrance	Hazardous	36
37	0.500	0.000	4.00	10605 Concord St right property line at mailboxes	Hazardous	16
38	0.750	0.000	4.00	10605 Concord St left of entrance behind bench	Critical	16
39	0.750	0.625	5.00	10605 Concord St left of building at right edge of exit along side	Critical	25
40	0.500	0.375	4.00	10605 Concord St left of building at far side of entrance to parking at tree	Hazardous	16
41	0.750	0.000	8.00	10613 Concord St right corner at top of handicap ramp	Critical	48
42	1.125	0.000	4.00	10613 Concord St right corner of building	Critical	16
43	0.625	0.000	4.00	10613 Concord St right of entrance at tree	Severe	16
44	0.625	0.000	5.00	10613 Concord St left of building at right edge of entrance to parking	Severe	16
45	0.500	0.500	4.00	10608 Lexington Ct right of home at tree	Hazardous	16
46	0.500	0.000	4.00	10602 Lexington Ct left side of home at chimney	Hazardous	16
47	1.750	0.000	4.00	3601 Plyers Mill Rd right of home at tree	Critical	16
48	1.375	1.000	4.00	3601 Plyers Mill Rd right of home past tree before corner of fence	Critical	16
49	0.500	0.250	4.00	10605 Lexington St right property line	Hazardous	16
50	1.000	0.000	4.00	10607 Lexington St right driveway edge	Critical	16
51	0.500	0.000	4.00	10609 Lexington St at front door	Hazardous	16
52	0.625	0.375	4.00	10611 Lexington St right driveway edge	Severe	16
53	0.500	0.375	4.00	10611 Lexington St left driveway edge	Hazardous	16
54	0.500	0.000	2.00	3612 Dupont Ave right front side of home before stop sign. Butterfly cut	Hazardous	16
55	0.500	0.000	2.00	3612 Dupont Ave right front side of home before stop sign. Butterfly cut	Hazardous	16
56	0.500	0.000	4.00	3505 Dupont Ave center of driveway	Hazardous	16
57	0.750	0.000	4.00	3505 Dupont Ave at lead walk	Critical	16
58	0.500	0.375	4.00	3505 Dupont Ave right property line	Hazardous	16
59	0.500	0.000	4.00	3404 McComas Ave across street at park before utility pole	Hazardous	16
60	0.500	0.000	5.00	10728 St Paul St right of home at top of handicap ramp	Hazardous	20
61	0.500	0.000	4.00	10718 St Paul St right of home before no parking sign	Hazardous	16
62	0.500	0.000	4.00	3501 Farragut Ave right of home behind wall of bushes	Hazardous	16
63	0.500	0.000	4.00	3501 Farragut Ave right front side of home behind wall of bushes	Hazardous	16
64	0.500	0.250	4.00	3501 Dupont Ave right of home	Hazardous	16
65	0.500	0.000	4.00	3501 Dupont Ave right front side of home before stop sign	Hazardous	16
66	0.750	0.000	4.00	3501 Dupont Ave right front side of home at stop sign	Critical	16

67	0.750	0.500	10.00	3501 Dupont Ave far right front corner at bottom of handicap ramp	Critical	50
68	0.625	0.000	3.00	3500 Dupont Ave right of home	Severe	16
69	0.875	0.375	4.00	3500 Dupont Ave left driveway edge	Critical	16
70	0.750	0.000	4.00	10543 St Paul St left property line	Critical	16
71	0.500	0.000	4.00	10543 St Paul St right driveway edge	Hazardous	16
72	0.500	0.000	4.00	10543 St Paul St right of home	Hazardous	16
73	0.750	0.000	4.00	10537 St Paul St right of home past tree	Critical	16
74	1.250	0.500	4.00	10529 St Paul St left corner of home	Critical	16
75	0.500	0.000	4.00	10525 St Paul St right edge of lead walk	Hazardous	16
76	0.750	0.000	5.00	10500 St Paul St right rear corner opposite entrance to ally	Critical	25
77	0.625	0.250	5.00	10526 Metropolitan Ave left of gate	Severe	25
78	1.250	0.000	8.00	3739 University Blvd W far front of entrance to China Gourmet at crack. T shape cut	Critical	36
79	0.875	0.000	5.00	3745 University Blvd W right front corner of gas station at left edge of 2nd entrance	Critical	25
80	0.500	0.000	4.00	10802 Connecticut Ave left front side at storm drain	Hazardous	16
81	0.500	0.000	3.00	10802 Connecticut Ave left front side past storm drain	Hazardous	16
82	0.625	0.625	4.00	3809 Farragut Ave right of building past utility pole	Severe	20
83	0.750	0.000	4.00	3898 Farragut Ave far right at edge of storm drain ay entrance to parking lot	Critical	16
84	0.875	0.625	4.00	3809 Farragut Ave right rear corner of building	Critical	16
85	0.500	0.000	4.00	10400 Connecticut Ave far corner left of handicap ramp	Hazardous	16
86	0.500	0.000	3.00	10400 Connecticut Ave far corner at edge of storm drain	Hazardous	16
87	0.500	0.250	4.00	3906 Knowles Ave left edge of entrance to parking	Hazardous	16
88	0.750	0.250	5.00	10408 Detrick Ave left side of patio to Playa Bowls	Critical	25
89	0.500	0.500	5.00	10408 Detrick Ave far left at metal access panel at tree	Hazardous	25
90	0.500	0.000	4.00	10408 Detrick Ave extreme left before utility pole at intersection	Hazardous	16
91	0.500	0.000	7.00	10408 Detrick Ave extreme left at utility pole at intersection. L shape cut	Hazardous	25
92	0.625	0.000	2.00	10408 Detrick Ave extreme left at right edge of storm drain at intersection	Severe	24
93	0.625	0.625	4.00	3930 Knowles Ave right front corner before storm drain	Severe	16
94	0.500	0.000	4.00	3930 Knowles Ave right rear corner at tree	Hazardous	16
95	0.500	0.000	4.00	3930 Knowles Ave right rear corner of property before man hole cover	Hazardous	16
96	0.500	0.000	4.00	10411 Detrick Ave right driveway edge	Hazardous	16
97	0.625	0.250	4.00	10407 Detrick Ave right driveway edge	Severe	16
98	0.875	0.000	4.00	10405 Detrick Ave at tree in front of unit	Critical	16
99	0.500	0.000	4.00	10408 Detrick Ave left corner of property before handicap ramp	Hazardous	16
100	0.625	0.000	10.00	10408 Detrick Ave left corner of property at bottom of handicap ramp	Severe	48
101	0.500	0.000	4.00	10408 Detrick Ave right corner of property at corner of storm drain. L shape cut	Hazardous	16
102	0.500	0.250	18.00	10412 Detrick Ave right corner of property at bottom of handicap ramp	Hazardous	100
103	0.500	0.000	4.00	10412 Detrick Ave right corner of property at left edge of handicap ramp	Hazardous	25

104	1.250	0.000	4.00	10412 Detrick Ave right corner of property at right edge of entrance to parking	Critical	16
105	0.500	0.250	4.00	10317 Detrick Ave left of driveway past utility pole	Hazardous	16
106	0.500	0.000	4.00	10313 Freeman Pl left property line at utility pole	Hazardous	16
107	0.625	0.000	4.00	3824 Warner St far right rear side past utility pole	Severe	16
108	0.625	0.000	4.00	3824 Warner St right front of home	Severe	16
109	0.500	0.000	4.00	3824 Warner St left of home at edge of storm drain	Hazardous	16
110	0.500	0.000	4.00	3824 Warner St across street from driveway	Hazardous	16
111	0.500	0.250	4.00	3824 Warner St far right at entrance to parking garage	Hazardous	16
112	0.625	0.000	4.00	10405 Detrick Ave right front side of home at tree before utility pole	Severe	16
113	0.500	0.000	4.00	3912 Baltimore St left of lead walk	Hazardous	16
114	0.500	0.000	4.00	3914 Baltimore St left property line	Hazardous	16
115	0.625	0.000	3.00	3914 Baltimore St right of lead walk at tree	Severe	16
116	0.750	0.000	4.00	3914 Baltimore St right of lead walk past tree	Critical	16
117	0.625	0.000	4.00	3922 Baltimore St left corner of home	Severe	16
118	1.250	0.875	4.00	3928 Baltimore St left corner of home at tree	Critical	16
119	1.000	0.000	4.00	3928 Baltimore St left of lead walk before tree	Critical	16
120	0.500	0.000	4.00	3928 Baltimore St left of lead walk	Hazardous	16
121	1.000	0.000	4.00	3928 Baltimore St right of lead walk before tree	Critical	16
122	0.750	0.000	4.00	3928 Baltimore St right corner of home past tree	Critical	16
123	0.500	0.000	4.00	3928 Baltimore St right property line	Hazardous	16
124	0.500	0.000	4.00	3934 Baltimore St left edge of lead walk	Hazardous	16
125	0.625	0.000	2.00	3934 Baltimore St right of home past tree. Butterfly cut	Severe	16
126	0.625	0.000	2.00	3934 Baltimore St right of home past tree. Butterfly cut	Severe	16
127	1.125	0.000	4.00	3934 Baltimore St right property line at dog waste station	Critical	16
128	1.125	0.000	4.00	3940 Baltimore St left of home past tree. Old butterfly cut	Critical	16
129	0.500	0.000	4.00	3940 Baltimore St left edge of lead walk	Hazardous	16
130	0.750	0.000	4.00	3940 Baltimore St right of home at tree	Critical	16
131	0.750	0.000	4.00	3948 Baltimore St right of home at bush	Critical	16
132	0.750	0.000	4.00	3948 Baltimore St right of home at handicap ramp	Critical	16
133	0.500	0.000	4.00	3951 Baltimore St left of home at tree	Hazardous	16
134	1.250	0.000	4.00	3951 Baltimore St at lead walk on left side of home	Critical	16
135	1.000	0.000	4.00	3951 Baltimore St left of lead walk on left side of home	Critical	16
136	0.750	0.000	2.00	3951 Baltimore St left rear corner of property. Butterfly cut	Critical	16
137	0.500	0.000	2.00	3951 Baltimore St left rear corner of property. Butterfly cut	Hazardous	16
138	0.750	0.000	4.00	3951 Baltimore St left rear corner of home before utility pole	Critical	16
139	1.000	0.750	5.00	3948 Baltimore St far right corner at handicap ramp at brick pavers	Critical	25
140	0.875	0.375	4.00	3947 Washington St left of home at tree	Critical	16
141	0.875	0.000	4.00	3947 Washington St left front of home at tree	Critical	16
142	0.625	0.000	4.00	3947 Washington St left of home at tree	Severe	16
143	1.875	0.000	4.00	3910 Washington St left of home at open lot	Critical	16
144	0.750	0.000	3.00	3910 Washington St left of home at end of brick pavers	Critical	16
145	0.750	0.625	4.00	3918 Prospect St right driveway edge at brick pavers	Critical	16
146	0.750	0.625	4.00	3918 Prospect St left driveway edge at brick pavers	Critical	16
147	0.625	0.500	4.00	3915 Prospect St left driveway edge at brick pavers	Severe	16
148	0.750	0.375	4.00	3915 Prospect St right driveway edge at brick pavers	Critical	16
149	1.000	1.000	4.00	3912 Prospect St left driveway edge at brick pavers	Critical	16
150	0.500	0.250	4.00	3909 Prospect St left driveway edge at brick pavers	Hazardous	16

151	1.125	0.625	4.00	3909 Prospect St right driveway edge at brick pavers	Critical	16
152	0.750	0.500	4.00	3905 Prospect St left driveway edge at brick pavers	Critical	16
153	1.125	0.625	4.00	3905 Prospect St right driveway edge at brick pavers	Critical	16
154	0.625	0.625	4.00	3814 Prospect St left driveway edge at brick pavers	Severe	16
155	0.500	0.250	4.00	3814 Prospect St right of entrance to parking	Hazardous	16
156	1.250	0.000	4.00	3814 Prospect St right of entrance to parking before tree	Critical	16
157	1.000	0.500	4.00	3906 Prospect St left driveway edge at brick pavers	Critical	16
158	0.875	0.000	5.00	10123 Connecticut Ave right side of building at top of far rear set of steps	Critical	25
159	0.750	0.000	4.00	10123 Connecticut Ave right side of building past AC units	Critical	16
160	0.500	0.250	4.00	10123 Connecticut Ave right side of building at AC units across from man hole cover	Hazardous	16
161	0.500	0.000	2.00	3412 Washington St left property line. Butterfly cut	Hazardous	16
162	0.500	0.000	2.00	3412 Washington St left property line. Butterfly cut	Hazardous	16
163	0.500	0.000	4.00	3810 Washington St center of driveway	Hazardous	16
164	1.000	0.750	4.00	3716 Washington St left of home at old cut.	Critical	16
165	0.625	0.000	4.00	3714 Washington St right property line	Severe	16
166	0.500	0.000	4.00	3714 Washington St edge of lead walk	Hazardous	16
167	0.500	0.250	4.00	3710 Washington St left of door	Hazardous	16
168	0.500	0.000	4.00	3708 Washington St right driveway edge	Hazardous	16
169	0.625	0.000	4.00	10019 Kensington Pkwy right of driveway	Severe	16
170	0.500	0.375	4.00	10019 Kensington Pkwy left of driveway	Hazardous	16
171	0.625	0.000	2.00	10100 Frederick Ave right of door. Butterfly cut	Severe	16
172	0.500	0.000	2.00	10100 Frederick Ave right of door. Butterfly cut	Hazardous	16
173	0.500	0.250	4.00	3503 Frederick Pl at front door	Hazardous	16
174	0.750	0.000	4.00	3505 Frederick Pl right corner of home at brick pavers	Critical	16
175	0.750	0.000	4.00	3505 Frederick Pl right of door at brick pavers	Critical	16
176	0.500	0.500	4.00	3509 Frederick Pl right driveway edge	Hazardous	16
177	0.625	0.625	4.00	3511 Frederick Pl right driveway edge	Severe	16
178	0.625	0.000	4.00	3511 Frederick Pl left driveway edge	Severe	16
179	0.625	0.000	4.00	3511 Frederick Pl left of driveway before tree	Severe	16
180	0.750	0.250	4.00	3511 Frederick Pl left of driveway past tree	Critical	16
181	0.500	0.375	4.00	3511 Frederick Pl left corner of home at brick pavers	Hazardous	16
182	0.500	0.250	4.00	3511 Frederick Pl far left of home at storm drain	Hazardous	16
183	0.500	0.000	4.00	3511 Frederick Pl far left of home at top of handicap ramp	Hazardous	16
184	0.500	0.000	4.00	10025 Kensington Pkwy right of driveway	Hazardous	16
185	0.625	0.375	4.00	10105 Kensington Pkwy right rear property line before utility pole	Severe	16
186	0.500	0.000	4.00	10116 Kensington Pkwy far right across street past tree	Hazardous	16
187	0.750	0.375	4.00	10225 Frederick Ave at bridge across street	Critical	16
188	0.500	0.375	4.00	10220 Frederick Ave left of entrance to parking	Hazardous	16
189	1.250	0.625	4.00	10218 Frederick Ave left of mailbox at old cut	Critical	16
190	0.750	0.000	4.00	10218 Frederick Ave left corner of property at large tree	Critical	16
191	0.750	0.000	4.00	10218 Frederick Ave letter corner of property past man hole cover	Critical	16
192	0.500	0.000	4.00	10210 Frederick Ave right of driveway	Hazardous	16
193	0.500	0.000	6.00	10241 Frederick Ave right of building at edge of bridge	Hazardous	30
194	0.625	0.000	4.00	10233 Kensington Pkwy past storm drain at crack	Severe	16
195	0.500	0.000	4.00	10325 Kensington Pkwy center of entrance to parking	Hazardous	16

196	0.750	0.000	4.00	10335 Kensington Pkwy at utility pole	Critical	16
197	1.250	0.500	6.00	10405 Montgomery Ave top of handicap ramp at crosswalk	Critical	36
198	1.250	0.625	4.00	10405 Montgomery Ave at old city at crosswalk	Critical	16
199	0.750	0.750	5.00	ramp	Critical	30
200	1.250	0.000	5.00	10415 Montgomery Ave edge of exit from bank	Critical	25
201	1.000	0.000	5.00	10420 Montgomery Ave right edge of entrance to parking	Critical	25
202	0.500	0.000	5.00	10420 Montgomery Ave edge of exit from parking	Hazardous	25
203	0.625	0.000	4.00	10408 Montgomery Ave left corner of building	Severe	16
204	0.750	0.000	2.00	10408 Montgomery Ave right of lead walk. Butterfly cut	Critical	16
205	0.625	0.000	2.00	10408 Montgomery Ave right of lead walk. Butterfly cut	Severe	16
206	1.375	0.000	4.00	10408 Montgomery Ave right of building at utility pole	Critical	16
207	1.375	0.750	3.00	10410 Montgomery Ave left corner of building at bus stop	Critical	15
208	0.500	0.000	6.00	10420 Montgomery Ave right of entrance to bank at lamp post	Hazardous	30
209	2.000	0.000	4.00	3706 Howard Ave left edge of entrance to parking at storm drain	Critical	25
210	0.625	0.375	6.00	3706 Howard Ave left edge of entrance to parking at storm drain. Next panel	Severe	36
211	1.500	0.000	10.00	3706 Howard Ave right edge of entrance to parking at old cut	Critical	100
212	0.500	0.000	4.00	3748 Howard Ave right of building at tree past handicap ramp	Hazardous	16
213	0.500	0.000	3.00	10419 Fawcett St left of door at crack	Hazardous	16
214	0.625	0.000	4.00	10419 Fawcett St left of door at brick pavers	Severe	16
215	0.500	0.000	4.00	10409 Fawcett St right corner of building	Hazardous	16
216	1.625	0.000	4.00	10407 Fawcett St left driveway edge at old cut	Critical	16
217	1.250	0.000	4.00	10407 Fawcett St right corner of home before tree	Critical	16
218	0.500	0.375	4.00	10403 Fawcett St left corner of home	Hazardous	16
219	0.625	0.000	4.00	10313 Fawcett St at front door	Severe	16
220	0.750	0.000	4.00	10313 Fawcett St right of home past utility pole	Critical	16
221	0.500	0.000	4.00	10310 Fawcett St left driveway edge	Hazardous	16
222	0.500	0.250	4.00	10226 Carroll Pl center of home	Hazardous	16
223	0.500	0.000	2.00	10302 Fawcett St right of property at tree before storm drain. Butterfly cut	Hazardous	16
224	0.500	0.000	2.00	10302 Fawcett St right of property at tree before storm drain. Butterfly cut	Hazardous	16
225	1.500	0.625	4.00	10300 Fawcett St far right at end of sidewalk at utility pole	Critical	16
226	0.625	0.000	6.00	10104 Hadley Pl left of home at bottom of handicap ramp	Severe	30
227	1.875	0.750	4.00	10104 Hadley Pl right of home at old cut	Critical	16
228	0.625	0.000	4.00	10202 Carroll Pl left driveway edge	Severe	16
229	0.500	0.000	4.00	10202 Carroll Pl right driveway edge	Hazardous	16
230	0.500	0.000	4.00	10204 Carroll Pl left driveway edge	Hazardous	16
231	0.500	0.500	4.00	10204 Carroll Pl right of driveway	Hazardous	16
232	1.625	1.500	4.00	10204 Carroll Pl right of home at tree	Critical	16
233	0.500	0.000	3.00	10204 Carroll Pl right of home past tree at crack	Hazardous	16
234	0.500	0.000	3.00	10206 Carroll Pl left driveway edge	Hazardous	16
235	0.750	0.750	4.00	10208 Carroll Pl right driveway edge	Critical	16
236	1.125	0.000	4.00	10210 Carroll Pl left property line at tree	Critical	16
237	0.500	0.000	3.00	10210 Carroll Pl left property line past tree	Hazardous	16
238	0.875	0.000	4.00	10214 Carroll Pl left property line	Critical	16
239	0.625	0.000	2.00	10214 Carroll Pl left of home. Butterfly cut	Severe	16

240	0.500	0.000	2.00	10214 Carroll Pl left of home. Butterfly cut	Hazardous	16
241	0.500	0.250	4.00	10214 Carroll Pl left of driveway at tree	Hazardous	16
242	0.750	0.000	4.00	10214 Carroll Pl right of driveway at bush	Critical	16
243	0.500	0.250	4.00	10216 Carroll Pl left driveway edge	Hazardous	16
244	0.500	0.000	4.00	10220 Carroll Pl left property line	Hazardous	16
245	0.750	0.500	4.00	10220 Carroll Pl left property corner at tree	Critical	16
246	0.750	0.000	4.00	10220 Carroll Pl left property corner before tree	Critical	16
247	0.625	0.000	4.00	10220 Carroll Pl right of door at window	Severe	16
248	1.000	0.000	4.00	3807 Baltimore St left corner of home at tree	Critical	16
249	0.500	0.000	4.00	10310 Fawcett St right driveway edge	Hazardous	16
250	0.500	0.000	4.00	10310 Fawcett St right of driveway	Hazardous	16
251	1.250	1.000	4.00	10310 Fawcett St left of door at old cut at tree	Critical	16
252	0.625	0.000	3.00	10310 Fawcett St right of home	Severe	16
253	0.500	0.000	4.00	10320 Fawcett St right of home at sign	Hazardous	16
254	0.500	0.000	4.00	10320 Fawcett St right rear corner of home	Hazardous	16
255	0.750	0.375	5.00	10320 Fawcett St left driveway edge	Critical	25
256	0.500	0.375	6.00	3710 Mitchell St at front doors	Hazardous	36
257	0.750	0.000	2.00	10416 Fawcett St left of door past tree. Butterfly cut	Critical	16
258	0.625	0.000	2.00	10416 Fawcett St left of door past tree. Butterfly cut	Severe	16
259	0.625	0.000	4.00	10416 Fawcett St left of door at crack at tree	Severe	16
260	0.625	0.000	4.00	10416 Fawcett St right of doors at window	Severe	16
261	1.000	0.250	15.00	3750 Howard Ave left edge of entrance to parking and in front of lamp post. L shape cut	Critical	72
262	0.625	0.250	6.00	3786 Howard Ave in front of entrance. L shape cut	Severe	60
263	0.750	0.000	5.00	3800 Howard Ave bottom of handicap ramp on corner	Critical	25
264	0.500	0.250	5.00	3800 Howard Ave at lead to center door	Hazardous	25
265	0.500	0.000	5.00	3804 Howard Ave left rear corner of building	Hazardous	25
266	0.500	0.000	4.00	3808 Howard Ave left of entrance to parking at 2nd tree	Hazardous	16
267	1.375	0.500	5.00	10541 Connecticut Ave left of entrance to parking at 2nd tree	Critical	25
268	1.375	0.500	5.00	10541 Connecticut Ave right of entrance to parking at 1st tree	Critical	25
269	0.750	0.250	5.00	10541 Connecticut Ave far left front of parking lot at lamp post beside handicap ramp	Critical	25
270	0.500	0.000	5.00	3808 Howard Ave left front corner at top of handicap ramp	Hazardous	25
271	1.000	0.000	3.00	3808 Howard Ave left front corner at right edge of handicap ramp. Butterfly cut	Critical	25
272	0.625	0.000	2.00	3808 Howard Ave left front corner at right edge of handicap ramp. Butterfly cut	Severe	25
273	1.875	0.625	5.00	10515 Connecticut Ave left side of building past 3rd tree	Critical	25
274	1.000	0.000	5.00	10515 Connecticut Ave left side of building at 4th tree	Critical	25
275	2.000	0.500	5.00	10515 Connecticut Ave left side of building past 4th tree	Critical	25
276	0.500	0.250	5.00	10515 Connecticut Ave left rear of building at loading dock	Hazardous	25
277	1.250	0.000	4.00	10316 Armory Ave right of door between windows	Critical	16
278	0.500	0.375	4.00	10301 Connecticut Ave left of home across street at park	Hazardous	16
279	0.500	0.000	2.00	10205 Connecticut Ave left edge of steps	Hazardous	16
280	0.625	0.000	2.00	10209 Connecticut Ave right of driveway on far side of man hold cover	Severe	16
281	0.750	0.000	4.00	10209 Connecticut Ave right of driveway at edge of man hold cover	Critical	16
282	0.625	0.000	4.00	10211 Connecticut Ave far right rear of property	Severe	16

283	0.500	0.000	4.00	10301 Armory Ave right corner of home	Hazardous	16
284	1.250	0.000	4.00	3710 Mitchell St right rear corner of building at tree	Critical	16
285	0.500	0.000	4.00	10409 Armory Ave left corner of home	Hazardous	16
286	1.000	0.000	4.00	10415 Armory Ave right of driveway ay brick pavers	Critical	16
<b>Totals:</b>			<b>1184.00</b>			5447
<b>TOTAL REPAIRS TO BE MADE BY PRECISION CONCRETE CUTTING:</b>						<b>286</b>
<b>TOTAL FOR SIDEWALK TRIP HAZARD REPAIR:</b>						<b>\$24,969.38</b>

The information in this bid is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

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PRECISION CONCRETE CUTTING DOES NOT REMOVE AND REPLACE SIDEWALK PANELS.

**THIS BID IS VALID FOR 90 DAYS.**

PROUD MEMBERS OF:



CONTACT: Jim Grimes / MOBILE: (302) 250-5663

# SIDEWALK TRIP HAZARD REPAIR PROPOSAL:

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Presented to: TOWN OF KENSINGTON-BID # 3393

JULY 2022  
Matt Hoffman

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# COMMITMENT SUMMARY



## COST SAVINGS

We'll repair your sidewalks for 70-90% less than sidewalk replacement, which means you can do more for your community for less.



## A.D.A. SPECIFICATIONS

Patented technology that helps bring sidewalks into ADA compliance.



## CLEAN

Our patented containment system captures dust and debris to bring you the cleanest process available.



## SAFE

Decrease liability on your pedestrian walkways



## DETAILED REPORTING

We track our jobs with honesty and integrity. Invoices show measurements, locations and cost for each hazard.



## LOW IMPACT

Efficient systems with an average removal time of 20 minutes, no sidewalk closures.



## FULL SERVICE CONTRACTOR

Complete GIS integration, mapping, etc.



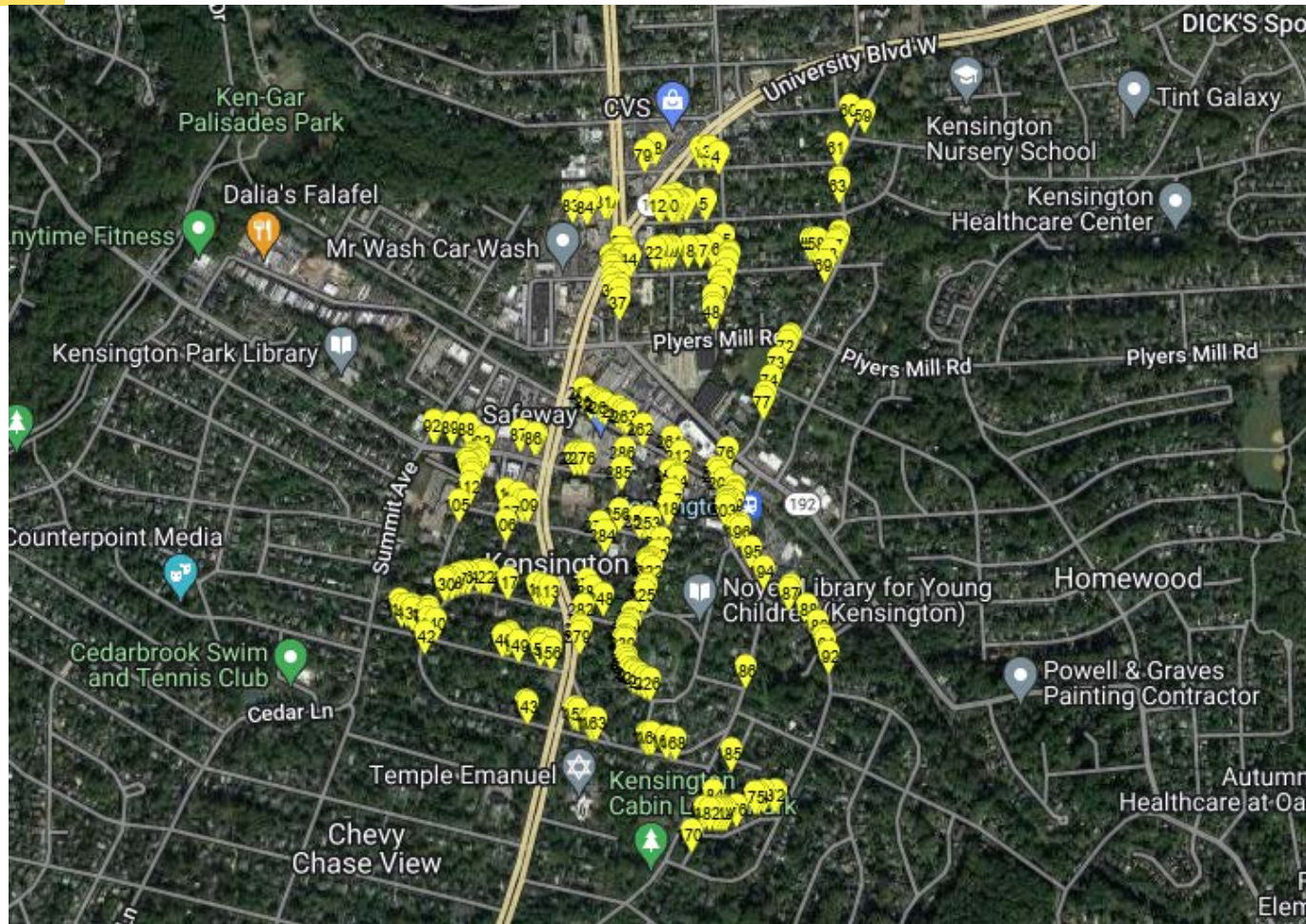
**ENVIRONMENTAL IMPACT EXAMPLE:** As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds) Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.



## SURVEY AREA-TOWN OF KENSINGTON

This proposed project includes removing trip hazards for Town of Kensington. The map shows the location of where the trip hazards were surveyed. These areas were designated by Matt Hoffman.

## Total Trip Hazards - 286

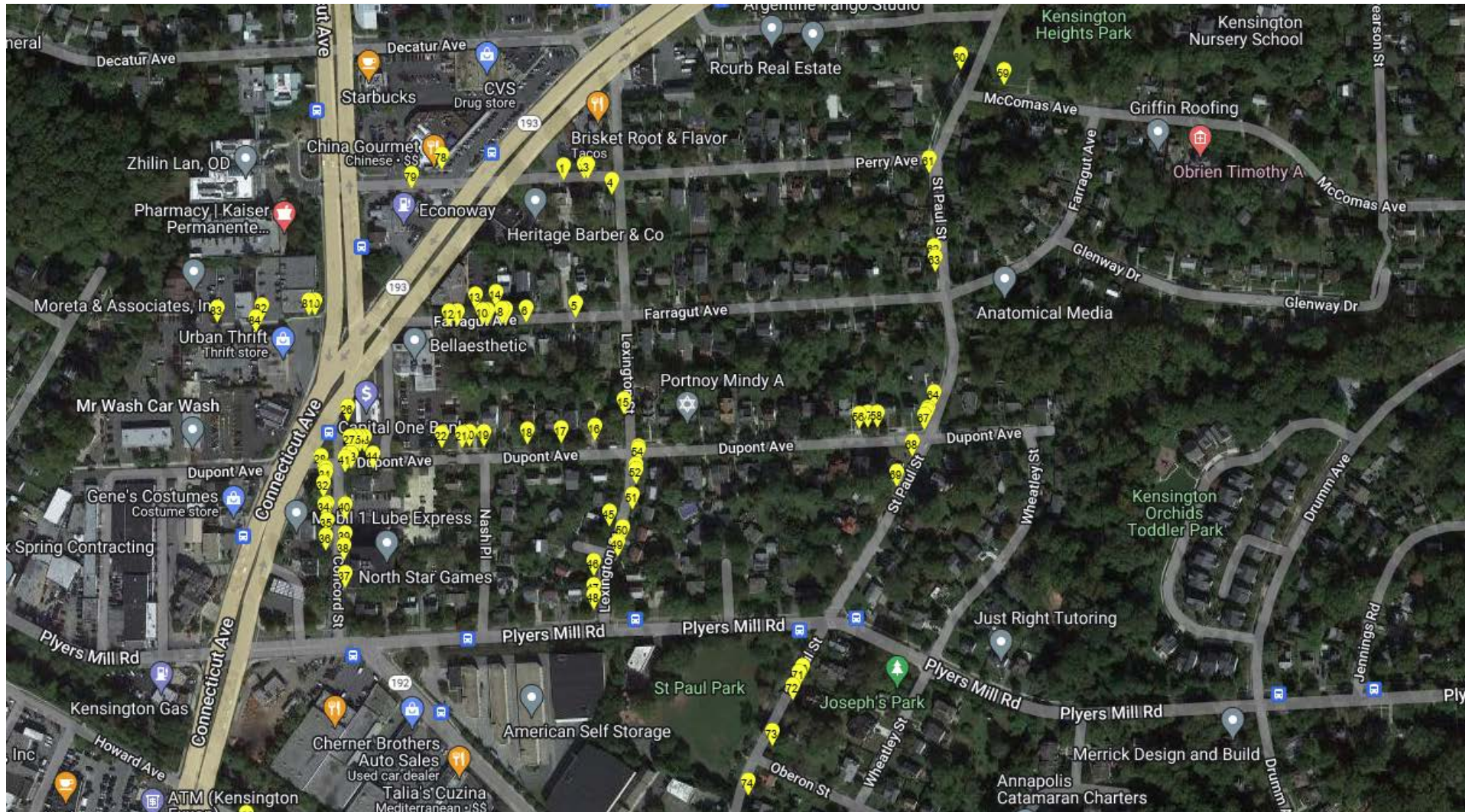


The map in this proposal shows the approximate locations of trip hazards on the surveyed property. The accuracy of these maps is dependent on the technology available on smart phones and should be relied upon as approximations only.





# SURVEY AREA-TOWN OF KENSINGTON

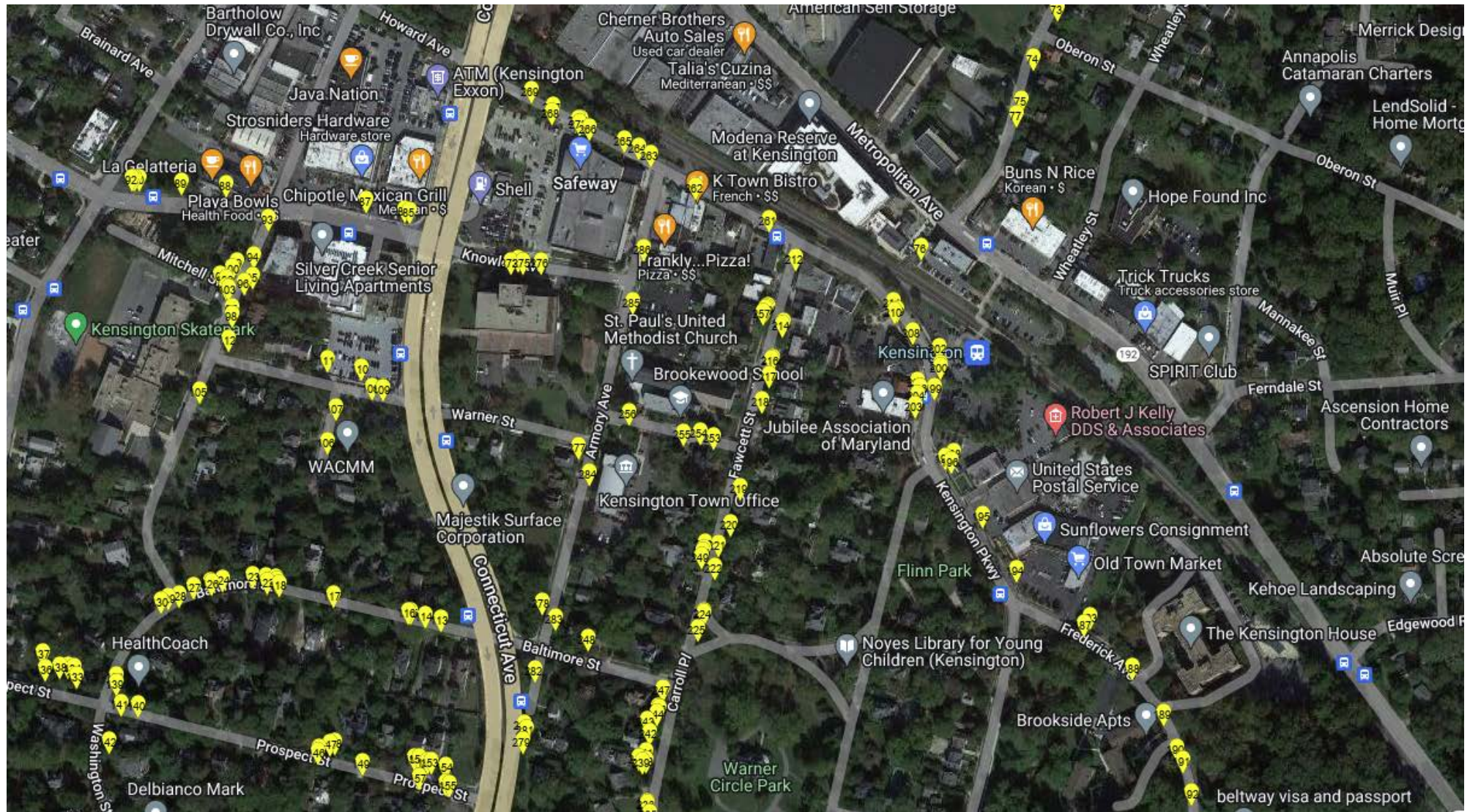


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# SURVEY AREA-TOWN OF KENSINGTON

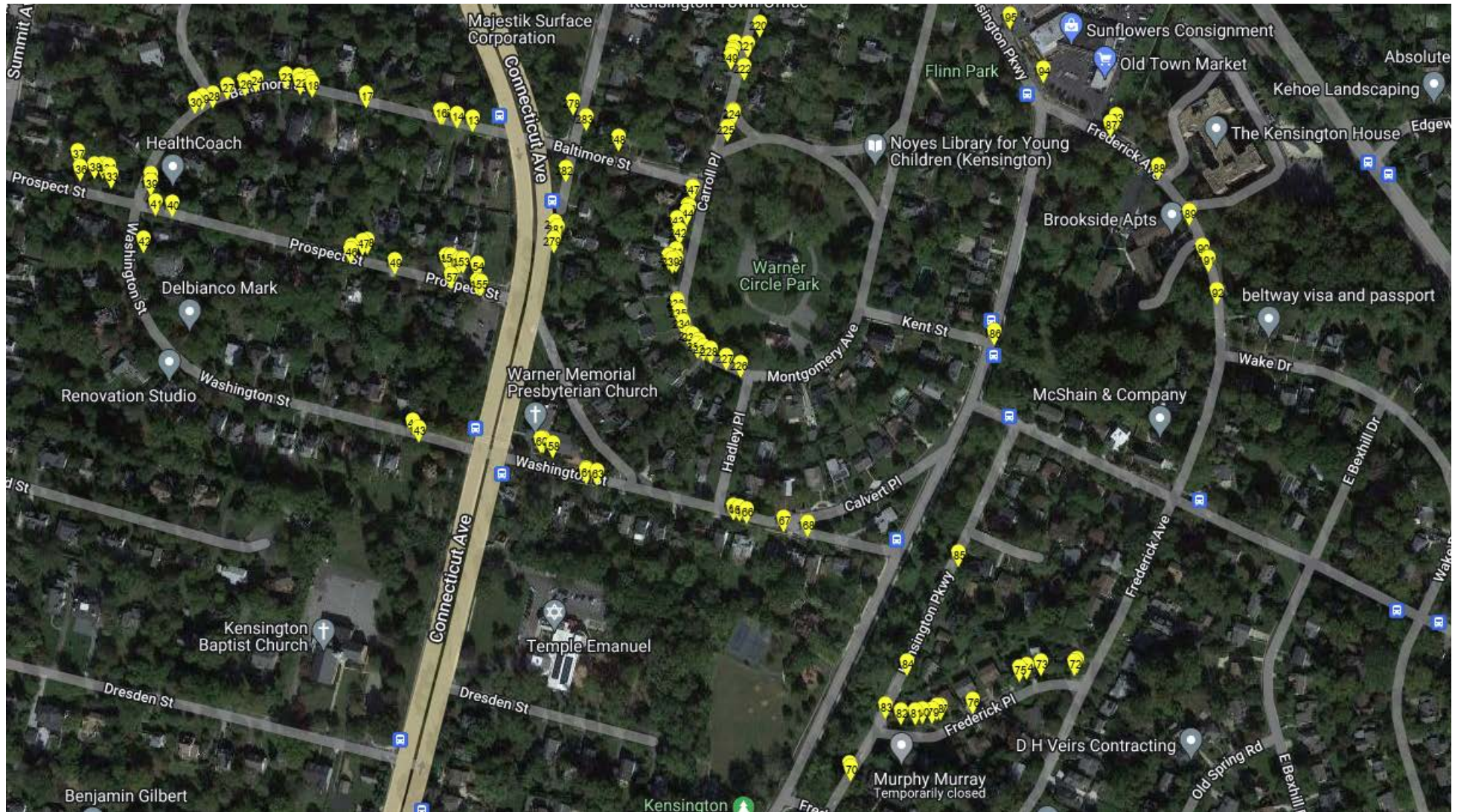


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# SURVEY AREA-TOWN OF KENSINGTON



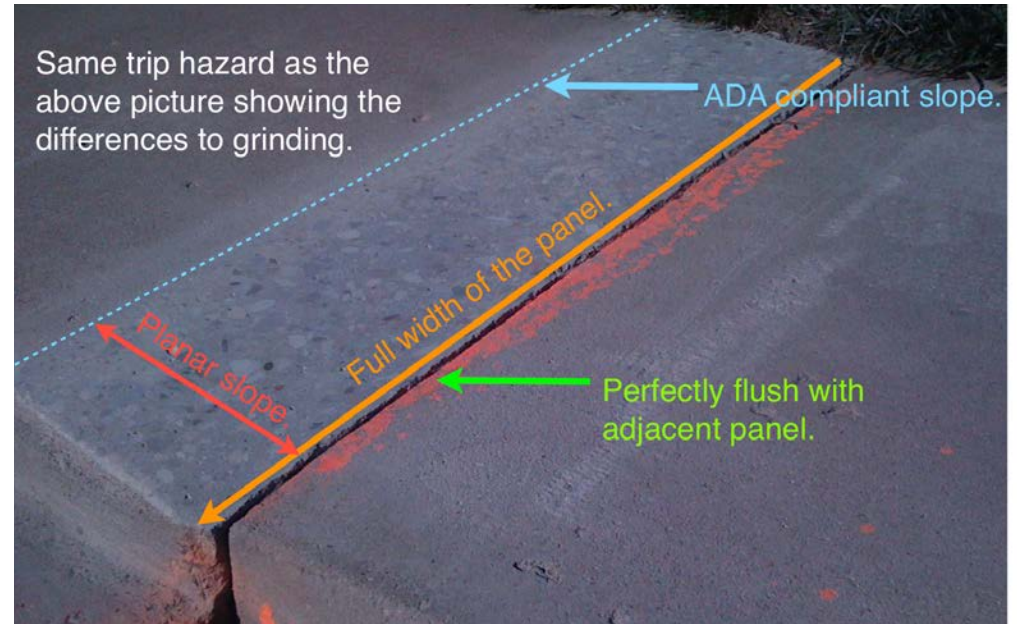
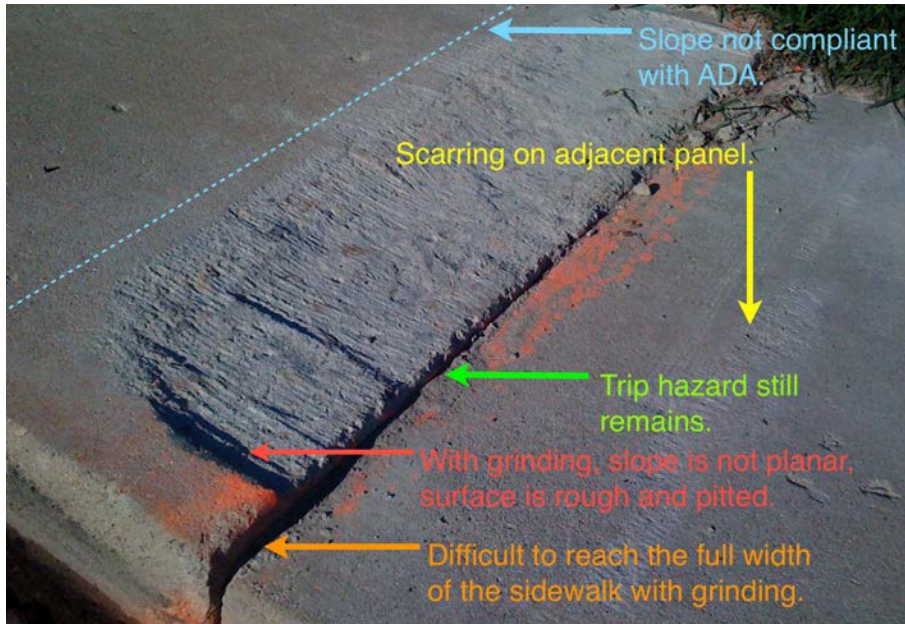
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# THE PRECISION CONCRETE CUTTING DIFFERENCE

Our patented technology and innovative sidewalk repairs process leaves you with a beautiful, smooth surface that follows ADA guidelines — a result you can't get with grinding. Plus, our method saves you money!



# PRECISION CONCRETE CUTTING REPAIRS





# PRECISION CONCRETE CUTTING REPAIRS





# SIDEWALK HAZARDS- TOWN OF KENSINGTON



3704 Perry Avenue-left of lead walk at tree



3710 Farragut Avenue-right of lead walk at tree



3713 DuPont Avenue-left corner o home



3725 DuPont Highway-left of entrance to bank



10605 Concord Street-left of building at  
right edge of exit



3501 DuPont Avenue-far right front corner  
at bottom of handicap ramp

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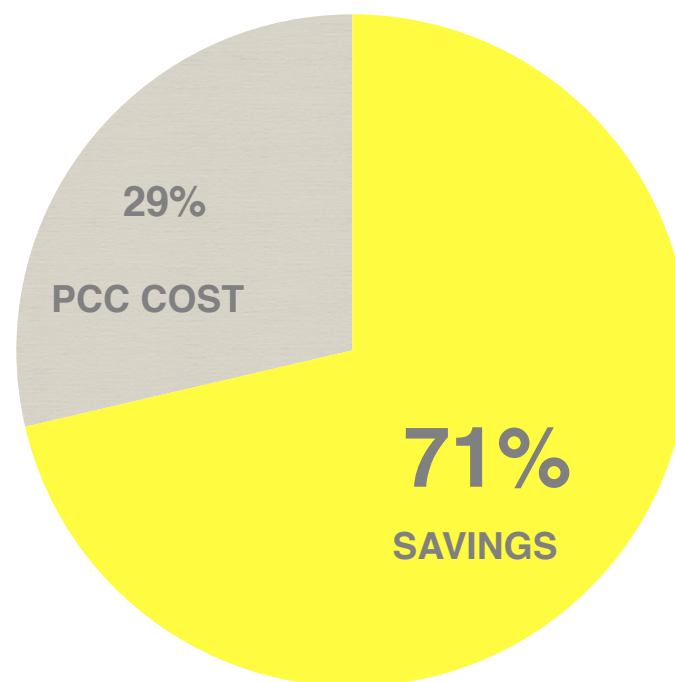
# COST SAVINGS

Based on an average panel size and an estimated replacement cost, we estimate the cost to remove and replace **286** trip hazards (approx. **5,447** square feet) is **\$87,150**.

Total cost using Precision Concrete Cutting is **\$24,969** an estimated savings of **\$62,181**.

<b>Total Trip Hazard Repairs</b>	<b>286</b>
Cost Using Remove & Replace	\$87,150
Cost Savings with PCC	\$62,181
<hr/>	
Cost Using PCC	<b>\$24,969</b>

## COST SAVINGS



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**THANK YOU**

**Please contact:**

**Jim Grimes**

**Cell: (302) 250-5663**

**Office: (302) 543-5833**

**Fax (888) 622-0490**

[jim@safesidewalksdemd.com](mailto:jim@safesidewalksdemd.com)

[www.safesidewalks.com](http://www.safesidewalks.com)

**Trip Hazard Removal Specialist for  
Delaware and Maryland.**



215 Middleboro Road  
Wilmington DE 19804  
Phone: 302-250-5663 mobile  
302-543-5833 office

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## **TRIP HAZARD REMOVAL AGREEMENT / AUTHORIZATION TO PROCEED**

### **PART 1. GENERAL**

**Date:** This Contract made this \_\_\_\_\_ of July 2022

#### **1.1 Contractor**

Precision Concrete Cutting of Delaware and Maryland  
215 Middleboro Road  
Wilmington DE 19804  
Phone 302-250-5663  
E-mail: [jim@safesidewalksdemd.com](mailto:jim@safesidewalksdemd.com)  
Contractor's Representative: Jim Grimes

#### **2. Client (herein called "Client") Town of Kensington**

Address is located at: 3710 Mitchell Street Kensington MD. 20895

## **TOWN OF KENSINGTON-COUNTY STREETS—BID # 3399**

**1.3 Project.** Removal of sidewalk trip hazards at various locations located within the property defined by the client. Method shall involve sawing sidewalk trip hazards and removing debris and dust from the area.

### **PART 2. SCOPE OF WORK**

#### **2.1 Generally.**

A. Precision Concrete Cutting shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of cutting, removing and disposing of concrete sidewalk trip hazards designated to Contractor in writing from time to time as set forth in the contract documents. All concrete shall be disposed of as required by law.

### **PART 3. PAYMENT / AUTHORIZATION**

#### **3.1 CONTRACT PRICE**

A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

B. The Client shall pay the Contractor \$ 9,600.00 total for all concrete cut, removed and disposed of set forth on the bid. Total amount is due within 30 days of invoice submittal by Contractor. Late payment of 10% is added for any invoice over 30 days late and interest of 12% APR is due until paid.

C. Precision Concrete Cutting guarantees that sidewalk trip hazard repairs will remain within your parameters for 3 years from the time of the initial repair. If any repair becomes outside your parameters due to continued lifting, sinking or any other natural causes created by normal pedestrian traffic. PCC will make the additional repairs at no additional cost to the customer. Precision Concrete Cutting reserves the right to refuse additional repairs if it is deemed that the additional repair is needed due to actions outside the limits discussed above, including heavy equipment or automobiles damaging the panel.

### 3.2 LEGAL

A. **Authorization.** Precision Concrete Cutting removes only those trip hazards specifically requested by the client, and therefore makes no guarantee that the property is completely free of trip hazards after the work has been completed. Additionally, it is recognized that after completion of the contract, concrete / sidewalk trip hazards may and probably will continue to occur over time due to tree roots, water, settling, and other natural and man-made causes outside of Precision Concrete Cutting's control. Upon completion of the contract Precision Concrete Cutting will not be responsible to remove trip hazards and is not liable for any related claims, losses, or damages.

By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Precision Concrete Cutting is approved to schedule the work and complete it according to their schedule.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

Client: \_\_\_\_\_

Company / Organization: \_\_\_\_\_

\_\_\_\_\_  
Signature





**Town of Kensington**  
 Matt Hoffman  
 County Streets  
 3710 Mitchell St  
 Kensington, MD 20895

**Date: July 15, 2022**

**Bid # 3399**

**Precision Concrete Cutting**

Jim Grimes  
 215 Middleboro Road  
 Wilmington DE 19804  
[jim@safesidewalksdemd.com](mailto:jim@safesidewalksdemd.com)  
 855-832-9876 office  
 302-250-5663 cell  
 888-622-0490 fax

**Trip Hazards 1/2" and up**

**Property Address:**

4201 Anthony Street Kensington MD. 20895

Pin #	Height 1	Height 2	Lineal Ft	Location/Description	Severity	SQ FT
1	0.750	0.500	4.50	4201 Anthony St far right corner at bottom of handicap ramp on corner	Critical	25
2	0.750	0.500	4.50	10406 Summit Ave far left at bottom of handicap ramp on corner	Critical	25
3	0.500	0.250	4.50	10408 Summit Ave far left at bottom of handicap ramp on corner	Hazardous	25
4	2.000	1.375	5.00	10500 Summit Ave beside underground parking at old cut	Critical	25
5	0.750	0.500	5.00	10325 Summit Ave left edge of driveway	Critical	25
6	0.750	0.000	5.00	10321 Summit Ave left edge of driveway	Critical	25
7	1.125	0.000	3.00	10123 Connecticut Ave left edge of lead to church	Critical	20
8	0.500	0.250	4.00	3905 Washington St left of church sign	Hazardous	20
9	0.750	0.000	2.00	3905 Washington St left corner of church. Butterfly cut	Critical	20
10	0.500	0.000	2.00	3905 Washington St left corner of church. Butterfly cut	Hazardous	20
11	1.000	0.000	3.00	3905 Washington St left of church. Butterfly cut	Critical	20
12	0.625	0.000	1.00	3905 Washington St left of church. Butterfly cut	Severe	20
13	0.500	0.000	3.00	3905 Washington St left of church	Hazardous	20
14	0.500	0.250	4.00	10205 Connecticut Ave right of home at pine trees before corner	Hazardous	20
15	0.625	0.000	4.00	3911 Baltimore St far left side past 2nd utility pole	Severe	20
16	0.500	0.500	4.00	10308 Connecticut Ave far right corner of property	Hazardous	20
17	0.625	0.000	4.00	10308 Connecticut Ave far right corner of property past storm drain	Severe	20
18	0.500	0.000	4.00	3812 Warner St right rear of home at center of yard	Hazardous	20
19	0.500	0.000	4.00	3812 Warner St right rear of home past utility pole	Hazardous	16
20	0.750	0.500	4.00	10401 Connecticut Ave far right of building past utility pole	Critical	20
21	0.750	0.000	4.00	10401 Connecticut Ave right of building before utility pole	Critical	20
22	0.750	0.000	4.00	10401 Connecticut Ave left of building at metal access panel before traffic camera	Critical	20
23	0.500	0.000	4.00	10401 Connecticut Ave left of building at metal access panel before traffic camera. Opposite side	Hazardous	20
24	0.875	0.500	5.00	10619 Connecticut Ave at bus stop sign	Critical	25
25	1.250	0.250	5.00	10625 Connecticut Ave far corner at tree beside Mobil station	Critical	25

26	0.500	0.250	5.00	10625 Connecticut Ave left of entrance to Mobil station	Hazardous	25
27	0.500	0.250	6.00	10635 Connecticut Ave right of entrance to Valvoline at sign	Hazardous	36
28	0.500	0.000	6.00	10707 Connecticut Ave left of utility pole at bank	Hazardous	36
29	0.500	0.000	4.00	3720 Farragut Ave at edge of crosswalk	Hazardous	25
30	0.750	0.500	5.00	3750 University Blvd W left of lead walk at corner of building	Critical	25
31	0.625	0.000	8.00	3740 University Blvd W left of entrance to parking at sign	Severe	64
32	0.500	0.000	5.00	3610 University Blvd W between crosswalks at corner	Hazardous	25
33	0.500	0.000	5.00	3610 University Blvd W left of crosswalks at electric box	Hazardous	25
34	0.750	0.000	5.00	3610 University Blvd W left of crosswalks at utility pole	Critical	25
35	0.750	0.250	5.00	3610 Decatur Ave left of building at edge of entrance to parking	Critical	25
36	0.500	0.250	5.00	3606 Decatur Ave far front right at utility pole	Hazardous	25
37	0.750	0.000	5.00	3601 Decatur Ave before bus stop on University	Critical	25
38	0.750	0.000	5.00	3517 Decatur Ave rear of home at right edge of driveway	Critical	25
39	1.000	0.000	3.00	3517 Decatur Ave rear of home at left edge of driveway	Critical	25
40	1.750	0.000	4.00	3500 University Blvd W rear of home past utility pole on university. Butterfly cut	Critical	25
41	0.500	0.000	1.00	3500 University Blvd W right property line past utility pole on university. Butterfly cut	Hazardous	25
42	0.500	0.000	5.00	3500 University Blvd W right of driveway	Hazardous	25
43	0.625	0.000	5.00	3500 University Blvd W right of driveway	Severe	25
44	1.000	0.000	5.00	3500 University Blvd W right of driveway	Critical	25
45	0.500	0.000	5.00	3500 University Blvd W right driveway edge	Hazardous	25
46	0.500	0.000	4.00	3500 University Blvd W left driveway edge	Hazardous	25
47	1.500	0.625	5.00	3500 University Blvd W left edge of lead walk	Critical	25
48	0.750	0.000	5.00	3408 University Blvd W right of home	Critical	25
49	0.625	0.000	4.00	3408 University Blvd W right corner of home. Butterfly cut	Severe	25
50	0.500	0.000	1.00	3408 University Blvd W right corner of home. Butterfly cut	Hazardous	25
51	0.875	0.000	3.00	3408 University Blvd W left edge of lead walk at top of steps	Critical	25
52	0.625	0.000	5.00	3408 University Blvd W left property line	Severe	25
53	0.625	0.000	3.00	3406 University Blvd W right edge of entrance to driveway. Butterfly cut	Severe	25
54	0.500	0.000	2.00	3406 University Blvd W right edge of entrance to driveway. Butterfly cut	Hazardous	25
55	0.750	0.500	5.00	3406 University Blvd W right edge of exit from driveway	Critical	25
56	0.750	0.250	5.00	3408 University Blvd W left of home at utility pole	Critical	25
57	1.000	0.000	5.00	3404 University Blvd W center of driveway	Critical	25
58	0.875	0.250	5.00	3404 University Blvd W left edge of lead walk	Critical	25
59	0.500	0.000	5.00	3404 University Blvd W left of home before storm drain	Hazardous	25
60	1.125	0.000	4.00	3404 University Blvd W far left of home before handicap ramp at corner	Critical	25
61	0.625	0.000	3.00	3355 University Blvd W left of building before entrance to parking	Severe	25
62	0.750	0.625	3.00	3505 Lawrence Ave left edge of storm drain	Critical	25
63	0.625	0.250	5.00	3507 University Blvd W left of storm drain	Severe	25
64	0.500	0.000	5.00	3507 University Blvd W left of storm drain	Hazardous	25
65	0.750	0.250	5.00	3701 University Blvd W right corner at sign before handicap ramp	Critical	25

66	0.750	0.250	7.00	3701 University Blvd W right corner of Pizza shop at utility pole	Critical	40
67	0.500	0.250	5.00	10801 Connecticut Ave far left before handicap ramp on corner	Hazardous	25
68	0.750	0.000	7.00	10801 Connecticut Ave far right at metal access panel on point	Critical	35
69	0.500	0.000	7.00	10801 Connecticut Ave far right at sign	Hazardous	35
70	0.500	0.000	7.00	10801 Connecticut Ave far right at center of open lot on point	Hazardous	35
71	0.500	0.000	7.00	10801 Connecticut Ave right at edge of storm drain	Hazardous	35
72	0.750	0.000	7.00	10808 Connecticut Ave at beginning of guardrail	Critical	35
73	0.625	0.000	7.00	10808 Connecticut Ave at edge of storm drain	Severe	35
74	0.500	0.000	7.00	10808 Connecticut Ave left of storm drain	Hazardous	35
75	0.500	0.250	7.00	10802 Connecticut Ave right of mailboxes on corner	Hazardous	35
76	0.750	0.000	7.00	10700 Connecticut Ave at utility pole	Critical	35
77	1.000	0.750	6.00	10700 Connecticut Ave left of entrance to car wash at utility pole	Critical	35
78	0.750	0.000	6.00	10644 Connecticut Ave left of handicap ramp on corner	Critical	30
79	0.500	0.000	5.00	10636 Connecticut Ave left of door	Hazardous	25
80	0.875	0.000	6.00	10628 Connecticut Ave left corner of building at sign	Critical	30
81	0.875	0.500	6.00	10540 Connecticut Ave center of exit to Liberty Mart	Critical	36
82	0.750	0.375	8.00	10534 Connecticut Ave left of entrance at urgent care	Critical	40
83	0.500	0.000	4.00	3911 Baltimore St rear of home at Connecticut Ave before large tree	Hazardous	20
84	0.500	0.000	4.00	3911 Baltimore St rear of home at Connecticut Ave before large tree	Hazardous	20
85	0.500	0.000	4.00	3911 Baltimore St rear of home at Connecticut Ave at large tree	Hazardous	20
86	0.625	0.000	4.00	3908 Baltimore St left of handicap ramp on far left corner	Severe	25
87	0.750	0.000	2.00	3901 Prospect St far right rear corner of property before tree. Butterfly cut	Critical	20
88	0.500	0.000	2.00	3901 Prospect St far right rear corner of property before tree. Butterfly cut	Hazardous	16
89	0.750	0.000	4.00	3901 Prospect St far right rear corner of property at tree	Critical	20
90	0.750	0.000	4.00	3901 Prospect St far right front corner of property before utility pole	Critical	20
91	0.500	0.375	4.00	3814 Prospect St far left of home at no parking sign on Connecticut	Hazardous	20
92	0.625	0.375	5.00	10450 Metropolitan Ave before utility pole beside parking lot	Severe	25
93	1.000	0.500	5.00	10417 Kensington Pkwy at center median at intersection	Critical	36
94	0.750	0.000	5.00	10441 Metropolitan Ave right edge of entrance to parking	Critical	25
95	0.500	0.000	5.00	10449 Metropolitan Ave left edge of entrance to parking	Hazardous	25
96	0.750	0.000	5.00	10501 Metropolitan Ave right corner at utility pole	Critical	25
97	0.750	0.000	5.00	10507 Metropolitan Ave left edge of entrance to parking lot	Critical	25
98	0.625	0.000	5.00	10515 Metropolitan Ave left corner of building	Severe	25
99	0.750	0.375	5.00	10533 Metropolitan Ave right corner of property at storm drain	Critical	25
100	0.625	0.250	4.00	10533 Metropolitan Ave center of building	Severe	25
101	0.625	0.000	4.00	10500 St Paul St right of entrance to parking	Severe	20
102	0.875	0.000	4.00	10500 St Paul St right of entrance to parking	Critical	20



103	0.625	0.500	5.00	10500 St Paul St center or entrance to parking	Severe	200
104	0.500	0.250	4.00	10542 Metropolitan Ave left of building	Hazardous	20
105	0.625	0.250	4.00	10542 Metropolitan Ave far left of building	Severe	20
106	0.625	0.000	4.00	10562 Metropolitan Ave at corner of building 2 at red staircase	Severe	20
<b>Totals:</b>			<b>488.50</b>			2890
<b>TOTAL REPAIRS TO BE MADE BY PRECISION CONCRETE CUTTING:</b>						<b>106</b>
<b>TOTAL FOR SIDEWALK TRIP HAZARD REPAIR:</b>						<b>\$9,600.00</b>

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©Precision Concrete Cutting of Delaware and Maryland, Inc.

PRECISION CONCRETE CUTTING DOES NOT REMOVE AND REPLACE SIDEWALK PANELS.

**THIS BID IS VALID FOR 90 DAYS.**

PROUD MEMBERS OF:



CONTACT: Jim Grimes / MOBILE: (302) 250-5663

# SIDEWALK TRIP HAZARD REPAIR PROPOSAL:

**Presented to: TOWN OF KENSINGTON-BID # 3399  
COUNTY STREET**

**JULY 2022  
Matt Hoffman**

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# COMMITMENT SUMMARY



## COST SAVINGS

We'll repair your sidewalks for 70-90% less than sidewalk replacement, which means you can do more for your community for less.



## A.D.A. SPECIFICATIONS

Patented technology that helps bring sidewalks into ADA compliance.



## CLEAN

Our patented containment system captures dust and debris to bring you the cleanest process available.



## SAFE

Decrease liability on your pedestrian walkways



## DETAILED REPORTING

We track our jobs with honesty and integrity. Invoices show measurements, locations and cost for each hazard.



## LOW IMPACT

Efficient systems with an average removal time of 20 minutes, no sidewalk closures.



## FULL SERVICE CONTRACTOR

Complete GIS integration, mapping, etc.



**ENVIRONMENTAL IMPACT EXAMPLE:** As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds) Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.

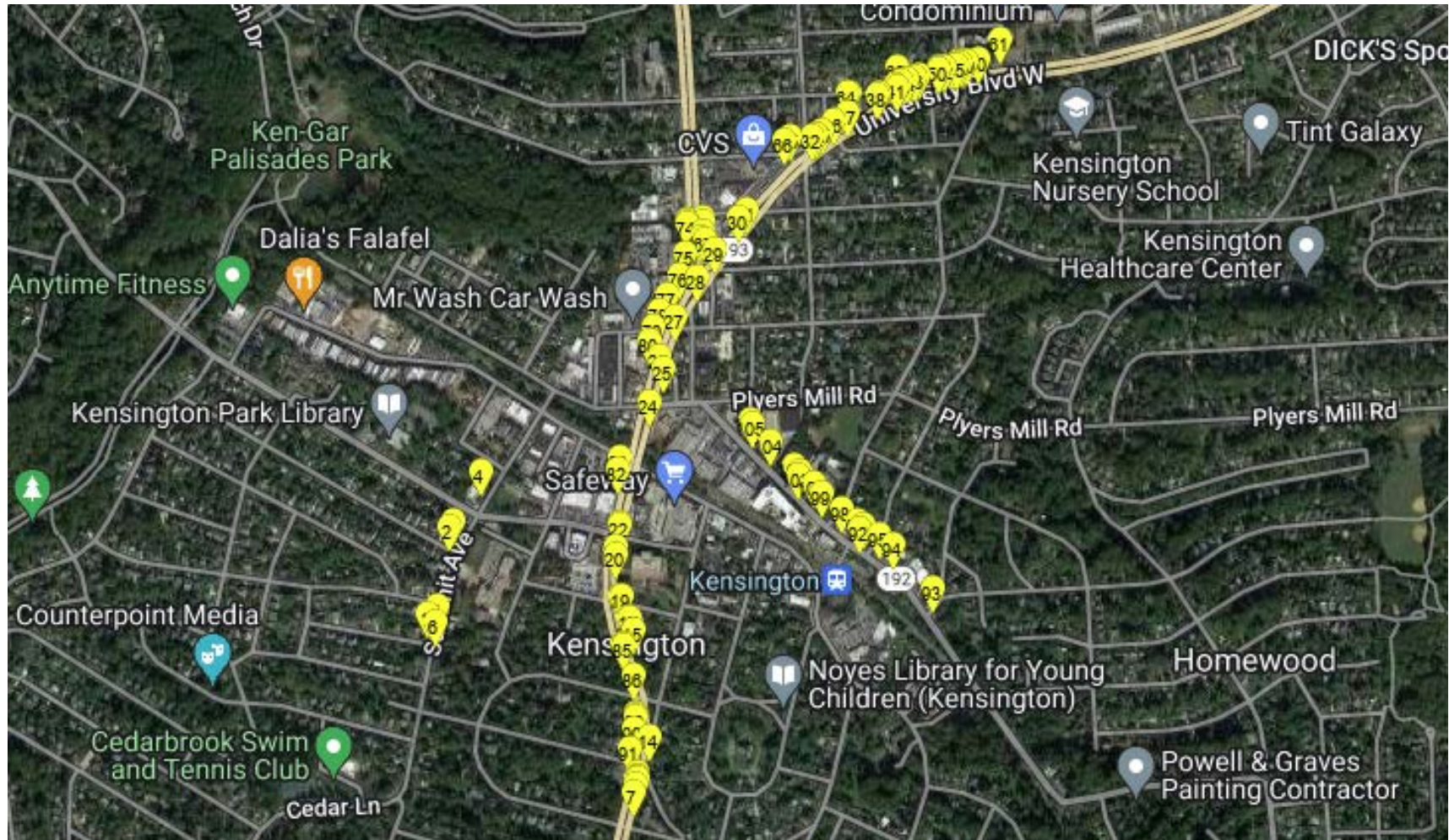




# SURVEY AREA-TOWN OF KENSINGTON-COUNTY STREETS

This proposed project includes removing trip hazards for Town of Kensington-County Streets. The map shows the location of where the trip hazards were surveyed. These areas were designated by Matt Hoffman.

## Total Trip Hazards - 106

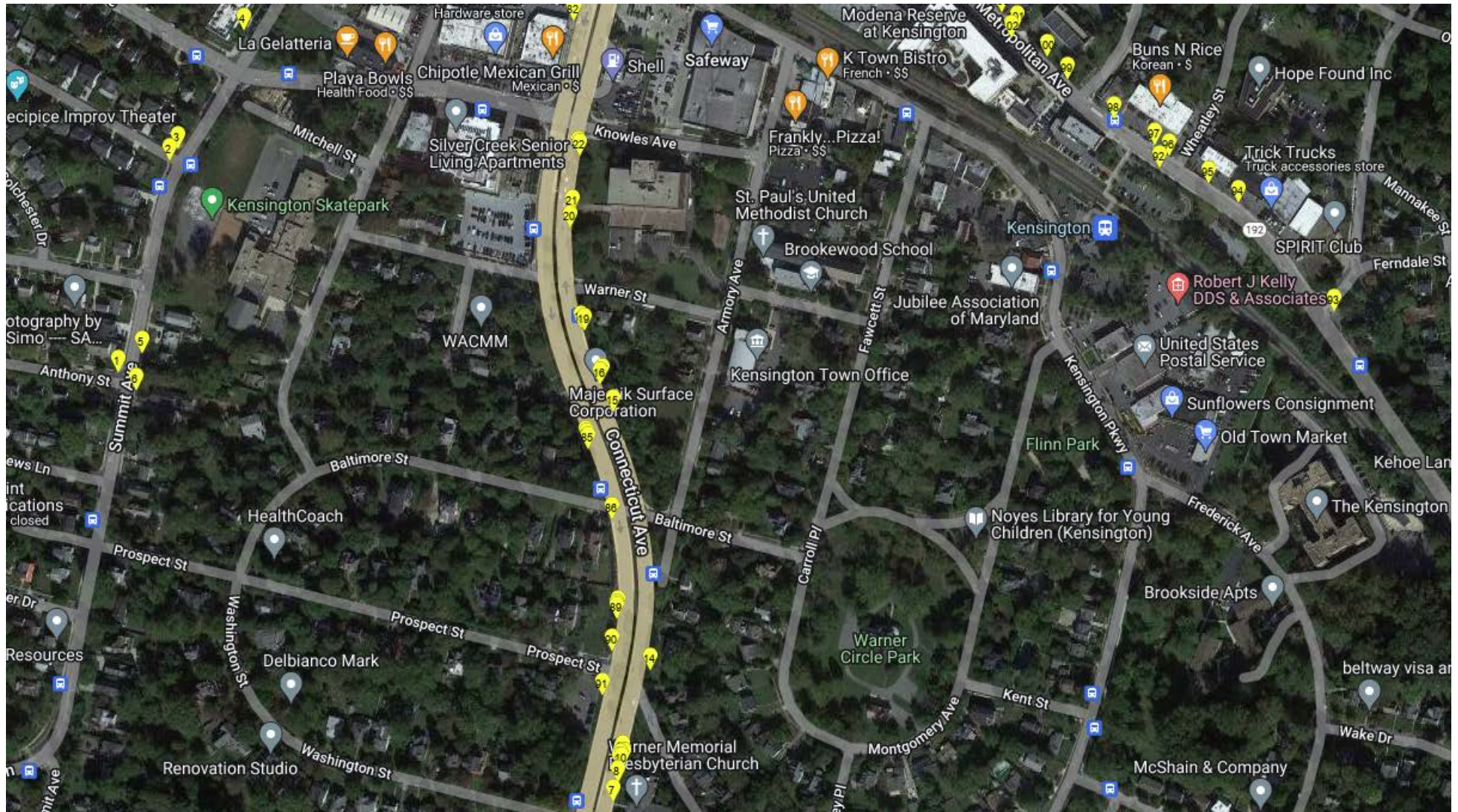


The map in this proposal shows the approximate locations of trip hazards on the surveyed property. The accuracy of these maps is dependent on the technology available on smart phones and should be relied upon as approximations only.





# SURVEY AREA-TOWN OF KENSINGTON-COUNTY STREETS

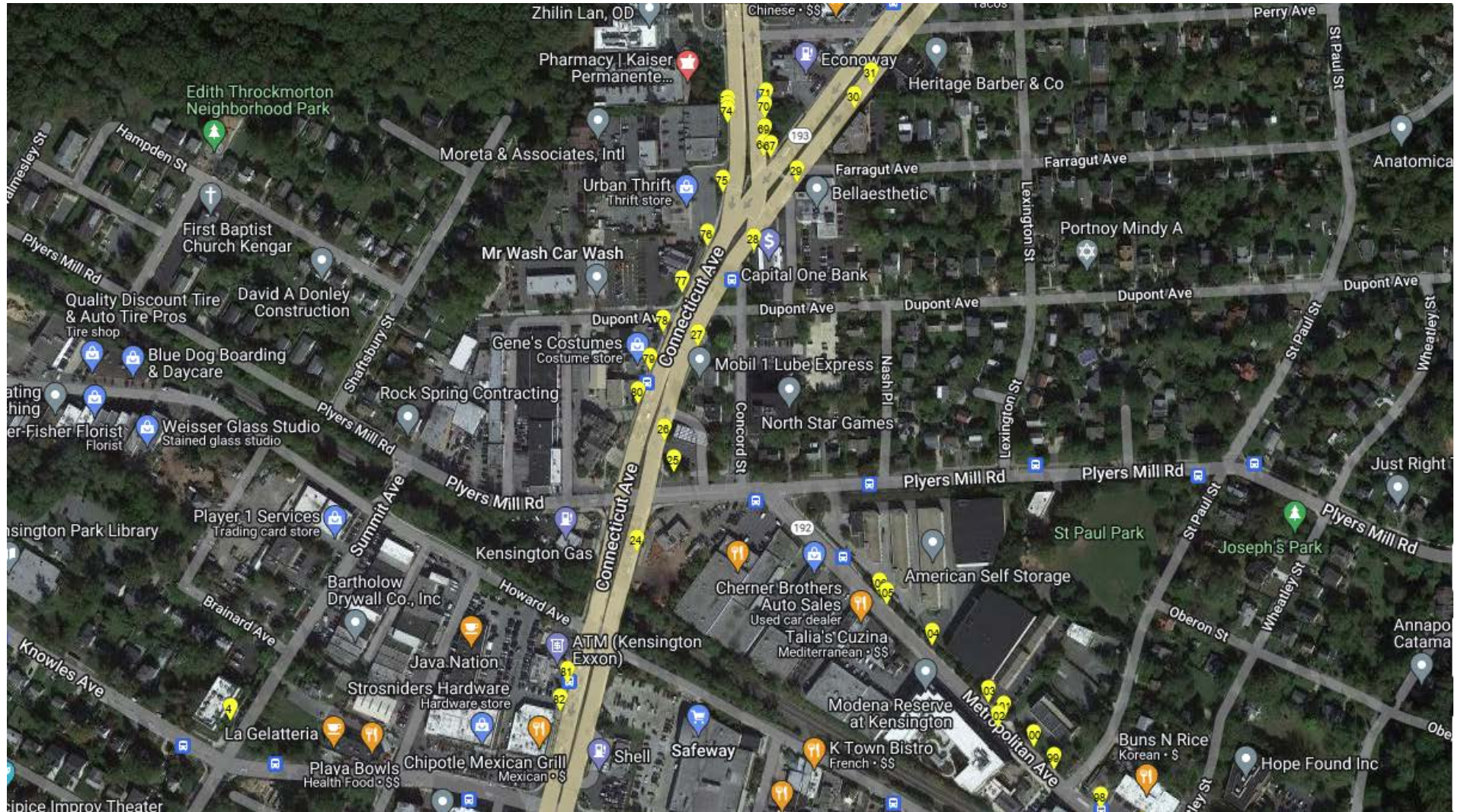


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# SURVEY AREA-TOWN OF KENSINGTON-COUNTY STREETS



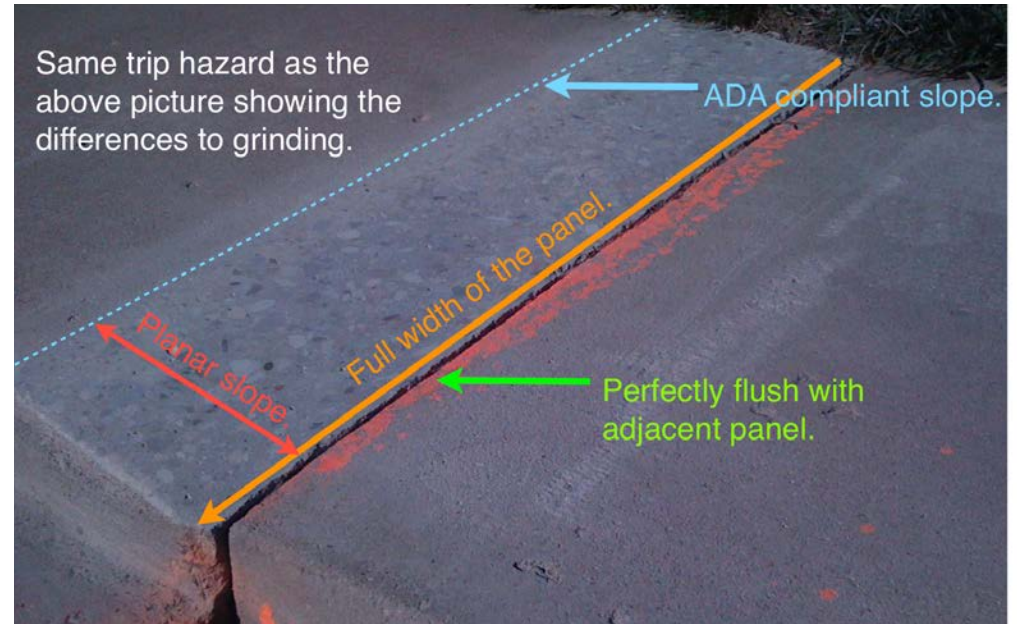
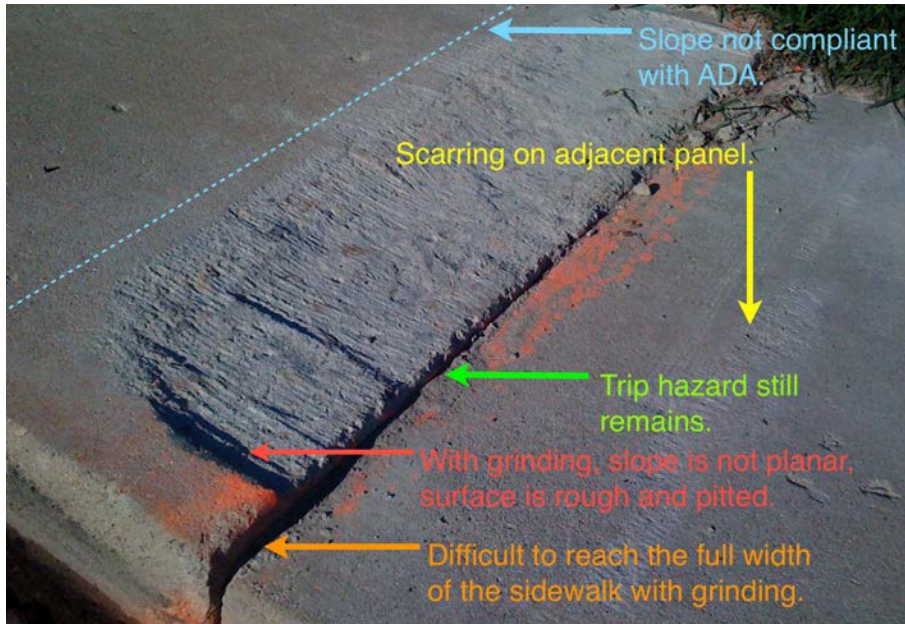
The map in this proposal shows the approximate locations of trip hazards on the surveyed property. The accuracy of these maps is dependent on the technology available on smart phones and should be relied upon as approximations only.





# THE PRECISION CONCRETE CUTTING DIFFERENCE

Our patented technology and innovative sidewalk repairs process leaves you with a beautiful, smooth surface that follows ADA guidelines — a result you can't get with grinding. Plus, our method saves you money!



# PRECISION CONCRETE CUTTING REPAIRS





# PRECISION CONCRETE CUTTING REPAIRS



# SIDEWALK HAZARDS- TOWN OF KENSINGTON-COUNTY STREETS



10123 Connecticut Ave-left edge of lead to Church



10625 Connecticut Ave-far corner at tree beside Mobil Station



3500 University Blvd-rear of home past utility pole



3500 University Blvd W-left edge of lead walk



3408 University Blvd W-left edge of lead walk at top of steps



10417 Kensington Pkwy-center median at intersection

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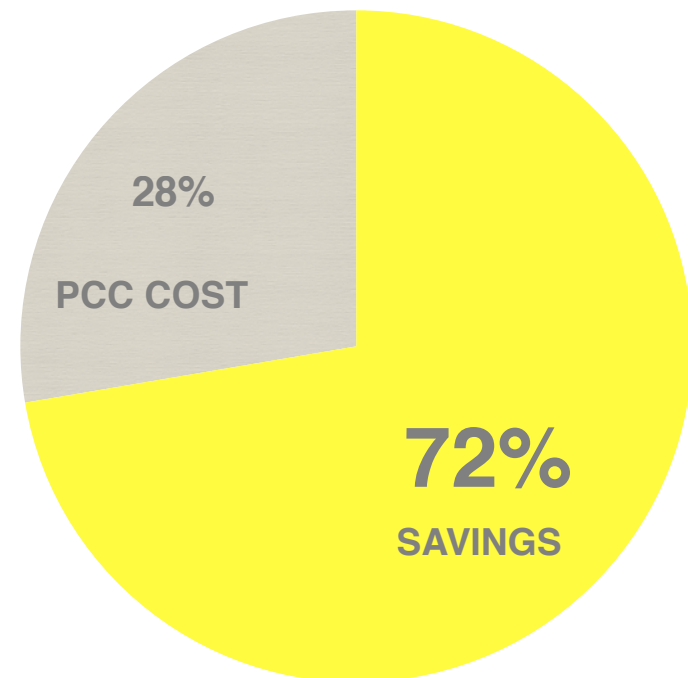
# COST SAVINGS

Based on an average panel size and an estimated replacement cost, we estimate the cost to remove and replace **106** trip hazards (approx. **2,890** square feet) is **\$34,680**.

Total cost using Precision Concrete Cutting is **\$9,600** an estimated savings of **\$25,080**.

<b>Total Trip Hazard Repairs</b>	<b>106</b>
Cost Using Remove & Replace	\$34,680
Cost Savings with PCC	\$25,080
<hr/>	
Cost Using PCC	<b>\$9,600</b>

## COST SAVINGS



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**THANK YOU**

**Please contact:**

**Jim Grimes**

**Cell: (302) 250-5663**

**Office: (302) 543-5833**

**Fax (888) 622-0490**

[jim@safesidewalksdemd.com](mailto:jim@safesidewalksdemd.com)

[www.safesidewalks.com](http://www.safesidewalks.com)

**Trip Hazard Removal Specialist for  
Delaware and Maryland.**

**Resolution No. R-23-2022**

Adopted:

A Resolution of the Mayor and Council of the Town of Kensington  
Authorizing the Town Manager to accept the proposal from Shorb  
Landscaping for certain hardscape and plantings at Clum-Kennedy Park.

**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 a proposal from Shorb Landscaping for certain hardscape and plantings at Clum-Kennedy Park; and

**Whereas**, Shorb Landscaping provided a proposal, detailed within Exhibit A, for a total sum of \$10,595.20; and

**Whereas**, the Town Manager is recommending that the Mayor and Council accept the proposal from Shorb Landscaping for an amount not to exceed \$10,595.20.

**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 Shorb Landscaping for the scope and services detailed within Exhibit A for an amount not to exceed \$10,595.20.

**ADOPTED** by the Town Council of Kensington, Maryland, at the regular public meeting assembled on the 8th day of August, 2022.

**EFFECTIVE** the 8th day of August, 2022.

**ATTEST: TOWN OF KENSINGTON, MARYLAND**

By: \_\_\_\_\_  
Susan C. Engels, Clerk – Treasurer

\_\_\_\_\_  
Tracey C. Furman, Mayor



*"Cultivating Naturally Elegant Properties"*

10518 Warfield Street, Kensington, MD 20895-2424  
PHONE 301-897-3503 - FAX 301-897-2967 - ShorbLandscaping.com

July 17, 2022

**To:** Matthew Hoffman  
Town Of Kensington  
mjhoffman@tok.md.gov

**Proposal:** 10260 Clum - Kennedy Fall 2022 Planting

**Property:** Clum-Kennedy Park  
10207-10225 Kensington Pkwy  
Kensington, MD 20895

**Customer:**  
Town Of Kensington  
3710 Mitchell Street  
Kensington, MD 20895  
mjhoffman@tok.md.gov  
**Proposal Provided By:**  
Debbie Schweitzer  
240-778-3178  
debbies@jsli.com

## **Proposal: 10260 Clum - Kennedy Fall 2022 Planting**

Thank you for this opportunity to offer our landscaping services.

We take great pride in our award winning work, and outstanding customer service.

Please read through our scopes of work, along with the Contract Conditions on the last page of this proposal.  
Feel free to contact me if you have any questions.

We look forward to working with you!

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## Clum - Kennedy Fall 2022 Planting and Hardscape

DESCRIPTION	QTY	IMAGE
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### Hardscapes - New Steps:

- Shift (4) existing boulders back off walkway to allow room.
- Add (2) additional boulders on both sides for a total of (4). New boulders to match existing boulders.
- Change planting bed on either side to accommodate new boulders.

### Planting Bed - Left Side Of New Steps: (Locations to be determined at time of planting).

- Replace (1) Boxwood Along Frederick Avenue at Steps.
- Prune all dead branches off existing Dogwood and dispose of.
- Remove (1) Acuba and Spreading Acuba shoots and dispose of.
- Install (5) Flats of Vinca minor.
- Install (1) Crape Myrtle 'Muskogee'
- Install (1) Buddleia 'Black Night'
- Install (3) Knock - Out Roses
- Install (10) Pennisetum 'HamIn'
- Mulch new plants.

### Left Side Of Entrance At Kensington Parkway and Frederick Avenue:

- Install (15) Rudbekia behind Boxwood close to sign.
- Mulch new plants.

### Planting Bed Behind Entrance at Kensington Parkway and Frederick Avenue:

- Install (10) Coneflower (Location to be determined at time of planting).

### Under Trellis:

- Install (30) Plumbago 1 Qt.
- Mulch new plants.

### Planting Bed Along Kensington Parkway:

- Remove (1) Lilac closest to existing Butterfly Bush.
- Prune all dead wood off of the rest of the existing Lilac's. Do not prune any new shoots coming up out of the ground.
- Install (1) Burkwood Viburnum.
- Mulch new plant.

### Planting Bed Prior To Raised Wooden Walkway (Right Side)

- Remove existing dead Boxwood and dispose of.
- Install (3) American Boxwood.
- Install (10) Japanese Painted Fern towards back of bed.
- Transplant Daylillies to one area. (Location to be determined at time of planting.)
- Transplant Hosta. (Location to be determined at time of planting.)
- Mulch new and transplanted plants.

### Raised Wooden Walkway:

- Place (1) Boulder in wet area right side.

#### Planting Bed Right Side Of Spruce:

- Install (1) large Oakleaf Hydrangea.
- Mulch new plant.

#### Planting Bed Along Frederick Avenue: (Rose Bed)

- Install (3) Endless Summer Hydrangea. (Location to be determined at time of planting).
- Mulch new plants.

<b>Vinca Minor - 50 Peat Pots</b>	<b>5</b>	
<b>Lagerstoeemia 'Muskogee' 8'</b>	<b>1</b>	
<b>Buddleia 'Black Night' 5 Gal.</b>	<b>1</b>	
<b>Rosa 'Double Knockout' 3 Gal.</b>	<b>3</b>	
<b>Pennisetum 'Hameln' 3 Gal.</b>	<b>10</b>	
<b>Rudbeckia 'Goldsturm' #1</b>	<b>15</b>	
<b>Ceratostigma Plumbago 4.5</b>	<b>30</b>	
<b>Viburnum 'Burkwoodii' 3-4'</b>	<b>1</b>	
<b>Buxus sempervirens 24"</b>	<b>3</b>	
<b>Japanese Painted Fern #1</b>	<b>10</b>	
<b>Hydrangea quercifolia</b>	<b>1</b>	<a href="#">Image</a>
<b>Hydrangea mac. 'Endless Summer' 3 Gal.</b>	<b>3</b>	<a href="#">Image</a>
<b>TOTAL: \$10,595.20</b>		
<b>TAX: \$0.00</b>		

#### PAYMENT SCHEDULE

SCHEDULE	PRICE	TAX	TOTAL
<b>Deposit</b>	\$3,500.00	\$0.00	\$3,500.00
<b>Balance</b>	\$7,095.20	\$0.00	\$7,095.20
	<b>\$10,595.20</b>	<b>\$0.00</b>	<b>\$10,595.20</b>



**Enjoy our [VIDEO](#) of Watering Guidelines for newly installed plants**

Need help watering your new plants? Click [here](#) to see our current rates and availability

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**Submitted By: Debbie Schweitzer**

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**7/17/2022**

**Date**

I authorize this work, as denoted with my initials above. I have read and agree to the Contract Conditions.

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**Client's Authorizing Signature**

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**Date**

## CONTRACT CONDITIONS

### JOHN SHORB LANDSCAPING, INC (JSLI) AGREES TO:

1. PERFORM all work to the specifications of the Landscape Contractor's Association.
2. CONTACT Miss Utility prior to digging.
3. CARRY INSURANCE to include liability, property damage and Workman's Compensation in accordance to local law. Certificates of insurance are available upon request.
4. HOLD the FOLLOWING LICENSES: MD Pesticide Operators License #23920, MD Fertilizer Applicators License F-0077, MD Home Improvement Contractors # 51633
5. WARRANTY ALL PLANTS that we have purchased & installed to remain in good health for 12 months from the date of installation, unless otherwise noted. This warranty does NOT cover sod, seasonal flowers, transplanted material, nor plant material which has been damaged beyond our control such as: drought, insects, disease, vandalism, extreme weather conditions (ice storms, wind storms, fire, etc.). This guarantee only applies to the plant material included in a job that has been paid in full.
6. MAKE PLANT REPLACEMENTS once, free of charge with the original species and original size of the warranted plant material, when the appropriate season permits.
7. EXTEND our WARRANTY for 4 ADDITIONAL YEARS (for a total of 5 YEARS) provided that we are contracted to perform ongoing, weekly landscape maintenance services. This warranty can be transferred to future owners of this property who continue with our maintenance services without delay.
8. Honor the pricing for 90 days from when this proposal was submitted.
9. Provide information on the pesticides that we may use on your property. [Click here.](#)

### THE CLIENT:

1. Affirms that the work, as described on this proposal, IS ON THE CLIENT'S PROPERTY.
2. ASSUMES MAINTENANCE RESPONSIBILITY for all plant material, unless JSLI is providing ongoing landscape maintenance services. Responsibilities include, proper watering and prevention of disease and insect infestations. Watch our [VIDEO](#) on how to properly water your new plants.
3. Will NOT SOLICIT, hire or employ any JSLI employees, nor its subcontractors, nor employees of a JSLI subcontractor.
4. Agrees to INDEMNIFY JSLI and HOLD JSLI HARMLESS for damage to property of others, including private and/ or public underground utilities, pipes, cables, conduits, etc., that have not been identified in advance of the work. The Client shall be liable for the cost of removing any obstructions which impedes our work, including rock, hard pan, compacted sub-soil, or other foreign material that were not made known to JSLI when this proposal was submitted.
5. AGREES TO OUR PAYMENT TERMS: All amounts not paid within 30 days of the bill date are subject to a financial charge of 24% per year (2% per month). The Client agrees to pay all legal fees and / or collection fees associated with collecting past due accounts. Payments made with Credit Cards are subject to a 2.5% convenience fee.

**DISPUTES** shall be referred to a USA&M in the county or city where the work is being performed, for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including all reasonable attorneys' fee, for having to compel arbitration or defend or enforce the award. In any dispute, JSLI's liability to Client is limited to actual damages only. In no event will JSLI be liable for any indirect, special, consequential, or punitive damages, or for loss of profits or loss of use, under any theory or liability, whether in contract, tort, strict liability, expressed or implied warranty, or otherwise.

Interpretation and enforcement of this agreement will be governed by Maryland law. Price assumes there are no fees, dues, subscriptions, participation schemes etc. that contractor shall bear in order to receive payment other than de minimus bank transfer fees.