

**Mayor Tracey Furman**

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



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

Released: June 9, 2023

**Monday, June 12, 2023  
Town Council Meeting, 7:00 pm**

The Town Council Meeting will be held at Town Hall and on the Zoom Video Conferencing application. Access to the meeting is available through the following link:

<https://us02web.zoom.us/j/87547847705?pwd=a0lleHBySnNqWFpLaVBXTExuRktrdz09>

**Meeting ID: 875 4784 7705**

**Password: 193830**

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 Council Meeting Minutes of May 8, 2023

**THE MAYOR AND TOWN COUNCIL**

**1. Announcements – June 5, 2023, Town Election:**

- a. Acknowledge that Darin Bartram and Conor Crimmins were declared Elected by the Board of Supervisors of Elections, in accordance with Article VII, "Registration, Nominations, and Elections", Section 710, "Conduct of Elections", of the Town Charter.

**2. 10800 Connecticut Avenue Sign Variance Hearing:**

- a. The Council will consider providing a Variance to allow a limited duration sign to be placed an additional 90 days at 10800 Connecticut Avenue.

**3. Farragut Avenue at University Blvd. Traffic Island Installation:**

- a. Review the proposed traffic island from the Town's Traffic Engineer, which would provide a permanent structure to the existing flex-post delineators.

**Town of Kensington 3710 Mitchell Street Kensington, MD 20895**

**Phone 301.949.2424 Fax 301.949.4925**

**www.tok.md.gov**

**4. Town Organizational Meeting:**

- a. Schedule the Town's Organizational Meeting, per Article IV, "The Council", Section 405, "Meetings of the Council", of the Town Charter.

**5. St. Paul Park Alcohol Waiver – Juneteenth Celebration:**

- a. The Council will Motion to provide a waiver to allow alcohol at St. Paul Park for the Town's 2<sup>nd</sup> Annual Juneteenth Celebration on Saturday, June 17, 2023.

**THE TOWN MANAGER AND STAFF**

**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-11-2023** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with the Urban Land Institute to establish a Technical Advisory Panel for the strategic review of Economic Development, Connectivity, and Mobility improvements within the Town.
  - *Will require approval by an extra-majority vote of the Town Council (waiving bid procedure).*
2. **Resolution No. R-12-2023** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Extension of a Contract with Nazario Construction Corp. for Concrete, Asphalt Paving, Perk-E-Pave, Storm Dain, and related services.
  - *Will require approval by an extra-majority vote of the Town Council (waiving bid procedure).*

**PUBLIC APPEARANCES**

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

**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, July 10, 2023, 7:00 pm***

**Mayor Tracey Furman**

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



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

June 12, 2023

Re: June 5, 2023, Town Election  
Election Results

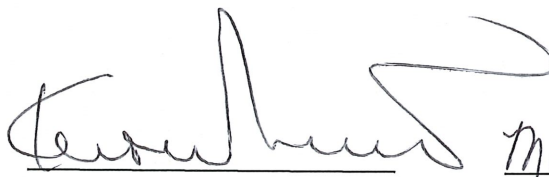
Dear Mayor and Town Council:

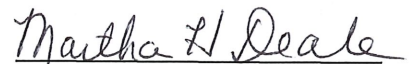
In March 2022, the Town passed a Charter Resolution that amended Section 710 of Article VII to state, "if the number of qualified candidates is not more than the number of seats to be filled, then no election will be held, and the qualified candidates shall be declared elected for the term by the Board of Supervisors of Elections at the next public meeting of the Mayor and Council."

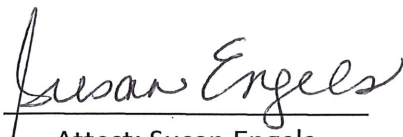
In accordance with Article VII, "Registration, Nominations, and Elections", Section 710, "Conduct of Elections", of the Town Charter, it has been determined by the Board of Supervisors of Elections that the Town may forgo a formal election, as Darin Bartram and Conor Crimmins were the only candidates to file for the June 5, 2023, Town Election.

Now, therefore, Mr. Bartram and Mr. Crimmins shall be declared elected by the Board of Supervisors of Elections at the June 12, 2023, Town Meeting.

  
Chief Judge of Elections

  
Judge of Elections

  
Judge of Elections

  
Attest: Susan Engels  
Clerk - Treasurer

May 31, 2023

Mayor and Town Council  
Town of Kensington  
3710 Mitchell Street  
Kensington, Maryland 20895

Via: Matthew Hoffman via Electronic Mail

Matt,

Thank you for meeting with me on May 11, 2023 to discuss our efforts to sell my building located at 10800 Connecticut Avenue. As you know, we operated Spacesaver Systems for many years. Last year, the company was sold and new owners found it necessary to downsize and relocate to smaller offices. As a result of the sale of the business, the building is also for sale.

The building is being widely advertised through proprietary and public outlets, direct broker outreach and sign, but the combination of interest rates, national economy, uncertainty at the federal level and lingering COVID impacts have combined to increase the *Time on Market*. In addition, Office vacancy rates are above 20% in neighboring sub-markets.


The Regulations governing the placement of limited duration signs limit the time a sign can be installed to 60 days in a calendar year. As you know, our sign was removed last year and re-installed in 2023. While interest has been strong, we have unfortunately not found the right buyer yet.

Given the challenging times we are in, we would respectfully request a waiver or variance of the 60 day requirement for 90 days to assist us in selling the building.

While we are hopeful that this would be sufficient, if granted, we would also appreciate the waiver including a provision for an administrative extension of the waiver for an additional 60 days, if conditions warrant it.

Thank you for consideration and I would be happy to answer any questions.

Sincerely,

  
Amy S. Hamilton



 **Scheer Partners**

*A Reputation for Results*

**FOR SALE**

Upscale Office/  
11,800 SF Commercial Building

Possible Multi-Tenant

CRT zoned |

0.51 Acre Lot Parking

**(301) 337-4700**

**David Edgerley**

**WWW.SCHEERPARTNERS.COM**

 **Scheer Partners**

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Upscale Office/  
11,800 SF Commercial Building

Possible Multi-Tenant

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0.51 Acre Lot Parking

**(301) 337-4700**

**David Edgerley**

**WWW.SCHEERPARTNERS.COM**

06/09/2023 13:21



## Sign Permit

Town of Kensington

3710 Mitchell Street

Kensington, MD 20895

301-949-2424

Permit Number: 20230012



**Job Location:** 10800 CONNECTICUT AVE  
**City,State,Zip:** KENSINGTON, MD 20895  
**Sign Type:** Limited Duration Sign (A-frame sign)  
**Illumination:** No

**Start Date:** 02/02/2023  
**End Date:** 04/03/2023  
**Project Cost:** 0  
**Mont. Co. Permit #:**

**Job Description:** Limited duration sign

**Applicant Name:** Ernie Galyen  
**Address:** 8411 Helgerman Ct  
**City,State,Zip:** Gaithersburg, MD 20877  
**Phone:** 301-948-8088  
**Email:** permitting@stericosigns.com

**Owner:** 10800 CONNECTICUT AVE LLC  
**Address:** 10800 CONNECTICUT AVE  
**City,State,Zip:** KENSINGTON, MD 20895  
**Phone:**  
**Email:**

**Contractors:**

| <b>Fee</b> | <b>Amount</b>            | <b>Payment Date</b> | <b>Amount</b>             |
|------------|--------------------------|---------------------|---------------------------|
|            | <b>Total Fee: \$0.00</b> |                     | <b>Total Paid: \$0.00</b> |

It is hereby certified that the above use as shown on the plats and plans submitted with the application conforms with all applicable provisions of the Town of Kensington Zoning Ordinance. The issuance of this Permit does not allow the violation of Town of Kensington Zoning Ordinances or other governing Regulations.

Matthew A. Hopper  
Owner/Authorized Signature

02/03/2023  
Date

# Farragut Avenue

-vicinity University Boulevard

## "Plug" Island Concept

Concept furnished by  
Joseph Cutro, P.E.  
3/26/2019

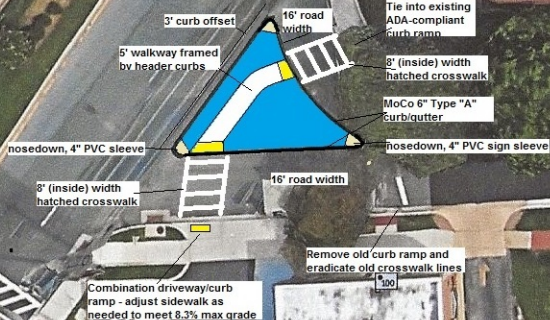
### Island Dimensions:

Length along University Boulevard - 34'

Length along Farragut Ave - 35'

Total Island Area - 500 sq. ft.

Areas shown in bright blue can either be landscaped earth or 5' concrete sidewalk panels.





## ULI Technical Assistance Panel Contract

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This Technical Assistance Program Agreement ("Agreement") is entered into effective the **30th day of May, 2023**, between **ULI – The Urban Land Institute on behalf of the Urban Land Institute (Washington)** (hereinafter "ULI") and the **Town of Kensington**, a Maryland municipal corporation ("Agency"). The foregoing entities are collectively referred to herein as the "Parties."

**SERVICES; SCHEDULE OF PERFORMANCE:** The Services to be provided involve a technical assistance panel ("TAP") to be held on **Wednesday and Thursday, July 12-13, 2023**, and entitled **Connecticut Avenue and University Boulevard Pedestrian Safety and Economic Development Plan**. The TAP program and the schedule of services to be provided by ULI are more particularly described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference.

**STANDARD OF CARE:** ULI shall perform all services under this Agreement in a skillful and competent manner, consistent with all applicable laws and with the educational mission of ULI. ULI warrants that all TAP work product will not infringe upon the intellectual property rights of any third party. Except as stated above, ULI makes no express or implied warranties regarding the work product to be provided hereunder, and all work product is provided "AS IS."

**COMPENSATION:** Compensation for the above TAP services shall be **\$25,000**. Payment will be collected in a single installment upon execution of this Agreement.

**USE/OWNERSHIP OF WORK PRODUCT:** Any work product arising from the TAP shall be considered a "work made for hire" and shall belong to the Agency, and any ULI recommendations arising out of the TAP may or may not be implemented by the Agency in its discretion. Notwithstanding the foregoing, it is further understood that ULI shall have a non-transferable royalty-free perpetual license to make such non-commercial use of the TAP work product as it may deem desirable. ULI agrees that the TAP work product will not include confidential information provided by the Agency without its permission, except as otherwise stated in this Agreement.

**TERMINATION:** This Agreement may be terminated in the event of a material breach by a party, which breach is not cured within fifteen (15) days after written notice thereof from the non-breaching party. If this Agreement is terminated for any reason prior to completion of the TAP project, except due to a material breach by ULI that is not cured, ULI shall be entitled to be paid in full for those services adequately completed prior to the notification of termination.

**FORCE MAJEURE:** Failure by either Party to perform its duties and obligations due to unforeseeable circumstances beyond its reasonable control, and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition may excuse or delay performance by that Party. The non-declaring Party may cancel the Agreement without penalty if performance does not resume within 30 days of the non-performance. In the event of such cancellation, ULI shall be paid the reasonable value of the services completed through the date of termination.

**NOTICES:** Notices and other communications provided for herein shall be given in writing by certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

**CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Each Party shall presume all information



received from the other Party or to which it gains access pursuant to this contract is confidential. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this Agreement or thereafter. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**INDEPENDENT CONTRACTOR:** ULI shall act as an independent contractor and not an agent, partner, employee, or joint venturer with the Agency. All payments by the Agency shall be made on that basis and shall be without the withholding of any taxes. The Agency will not be responsible for any cost or expenses of operation of any kind associated with ULI's provision of services pursuant to this Agreement, except as set out herein. ULI 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 Agency shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of ULI in connection with the performance of his 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 ULI, as an independent contractor of the Agency, 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 ULI is deemed not to be an independent contractor by any local, state or federal governmental agency, ULI agrees to indemnify and hold harmless the Agency for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

#### INSURANCE:

ULI will purchase from insurance companies authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, ULI will name the Agency as an additional insured, with the exception of the workers compensation insurance, and will provide an additional insured endorsement.

Comprehensive General Liability Insurance:

Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;  
Property damage liability insurance with limits of \$2,000,000 each occurrence/aggregate.

Workers' Compensation Insurance: ULI shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. ULI shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

ULI covenants to maintain insurance, in these amounts, that will insure all activities undertaken by ULI on behalf of the Agency under this Agreement. The Agency shall receive 30 days prior notice of any reduction or elimination of the insurance coverage required herein.

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



The Contractor shall also furnish to the Agency a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the Agency.

A Certificate of Insurance for all required coverages shall be provided to the Agency by the ULI within ten (10) days after the full execution and delivery of the Contract and in any event prior to undertaking any work under this Contract. The Certificate shall demonstrate that the ULI has complied with the requirements of this section and be in a form reasonably acceptable to the Agency.

**INDEMNIFICATION:** To the fullest extent permitted by law, ULI shall defend, indemnify and hold the Agency, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising from the negligence or willful misconduct on the part of ULI, officers, directors, employees, subcontractors, or agents in connection with the performance of this Agreement. Notwithstanding the foregoing, ULI's aggregate liability for damages of any nature for claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind to the Agency shall be limited to the amount of the fee under this Agreement. This limitation is not intended to apply to third party claims. In no event will ULI be responsible to the Agency for incidental or consequential damages arising out of the services it provides under this Agreement.

**GOVERNING LAW; VENUE; ATTORNEY'S FEES:** This Agreement shall be interpreted in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles. Any action brought to interpret or enforce any term of this Agreement shall be brought in a court of competent jurisdiction in the District of Columbia. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorney's fees, as determined by the court.

**ASSIGNMENT; AMENDMENT:** Neither party may assign transfer this Agreement or any rights hereunder without the written consent of the other party. This Agreement may not be modified or altered except in writing signed by both parties hereto. Except to the extent expressly provided for in the termination paragraph above, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

**ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS:** This Agreement represents the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

**NO WAIVER:** None of the terms or provisions of this Agreement shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**SEVERABILITY:** In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect to achieve the Agreement's stated objective.

**EXHIBITS:** The exhibits to this Agreement are incorporated by reference herein, and the Parties agree to comply with all of the terms and conditions set forth in such exhibits. To the extent that there is a conflict between an exhibit and this Agreement, the terms of this Agreement shall control.

**COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument and will be effective as of the Effective Date. The Parties may sign in writing or by electronic signature. An electronic signature will have the same effect as an original signature.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties by their authorized representatives have executed this Agreement effective as of the date first set forth above.

ULI Washington

Town of Kensington



\_\_\_\_\_  
Name

\_\_\_\_\_  
Name Matthew J. Hoffman

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Title Town Manager

**Address:**  
2001 L Street, NW  
Washington, DC 20036

**Address:** Town of Kensington  
3710 Mitchell Street  
Kensington, MD 20895

**Email:** [Deborah.bilek@uli.org](mailto:Deborah.bilek@uli.org)

**Email:** [mjhoffman@tok.md.gov](mailto:mjhoffman@tok.md.gov)



### Summit Avenue Extension and Beyond: Strategies for Economic Development, Connectivity, and Mobility in Kensington's Town Center

The Town of Kensington has evolved from its origins as a garden suburb into an engaged and lively residential community with an economic hub consisting of restaurants, retail, and light industrial businesses. However, with the widening of Connecticut Avenue in 1957 prioritizing vehicular traffic, along with the railroad tracks bisecting the Town, Kensington has become increasingly fractured. This is a problem for physical connectivity, and it has isolated certain parts of the community, including the historically Black Ken-Gar neighborhood.

Connecticut Avenue (MD 185), with its six lanes of traffic cutting through the heart of Kensington, greatly limits access to the central business district from all points within the Town. The major intersections with Connecticut Avenue, namely Knowles Avenue (MD 547), Metropolitan Avenue (MD 192), University Boulevard (MD 193), Plyers Mill Road and Summit Avenue, present perennial challenges for traffic, safety, economic development, and alternative personal mobility options like walking, bicycling, and access to public transit.

There have been positive steps to address access and traffic concerns over the years. For instance, there was an effort to reimagine Connecticut Avenue as a Town Center (2012 Kensington and Vicinity Sector Plan). More recently, the 2022 Connecticut Avenue Corridor Pedestrian and Bicycling Access and Safety Study, supported by a Transportation Land-use Connections (TLC) grant from the Metropolitan Washington Council of Governments (MWCOG), along with the recently initiated Bicycling and Pedestrian Priority (BPPA) plan in cooperation with the Maryland Department of Transportation, State Highway Administration (MDOT-SHA), have established guidelines and recommendations to help improve and provide alternative personal mobility options within the corridor and into greater Montgomery County.

One of the main goals of the 2012 Kensington Sector Plan was the creation of a Town Center by diverting traffic flows via the Summit Avenue Extension project, which was originally conceived within the 1970 Kensington-Wheaton Master Plan to alleviate traffic congestion along Connecticut Avenue between Knowles Avenue and the split with University Boulevard. Currently within Montgomery County's five-year Capital Improvements Program (CIP) budget, with the final design scheduled to begin in FY 2028 and a projected completion date set for FY 2032, the Summit Avenue Extension project would extend Summit Avenue past its current terminus at Plyers Mill Road, and connect Summit Avenue to Connecticut Avenue, via Farragut Avenue.

The importance of this project is far beyond the potential traffic alleviation, as it will also establish new developable frontage, along with multimodal infrastructure to meet Montgomery County's Bicycle and Pedestrian Master Plans. However, the project also creates new challenges, mostly pertaining to pedestrian and bicycle safety, as the new Summit Avenue terminus at Connecticut Avenue, near the University Boulevard split, presents challenges for pedestrian movement and safety. In addition, the project would require the County to acquire several properties. The new road would also run immediately adjacent to Ken-Gar, generating an opportunity to create a greater connection between Ken-Gar and the Town of Kensington. However, this opportunity is not without concerns from Ken-Gar residents that require thoughtful review and analysis.



## EXHIBIT A

While the Town believes that, if done thoughtfully, the anticipated benefits of the Summit Avenue Extension project far outweigh the concerns and potential costs, we are requesting that the Urban Land Institute conduct a Technical Assistance Panel (TAP) to help the Town understand the feasibility and reality of this project, considering its many challenges, as we look to reimagine and reshape the Connecticut Avenue corridor by addressing traffic congestion, improving pedestrian and bicycle access and safety, enhance connectivity within our community, and continue to expand our thriving business community. With this in mind, we would ask that the Panel help the Town in addressing the following questions:

1. Can the TAP help the Town develop a singular vision for future planning purposes by coalescing the recommendations and ideals within the 2012 Kensington and Vicinity Sector Plan, Thrive Montgomery 2050, Connecticut Avenue TLC Report, BPPA plan, along with the Bicycle and Pedestrian Master Plans, that balances the ideas and concerns of local residents, by addressing the following:
  - a. Traffic movement and alleviation in and around the Connecticut Avenue/University Boulevard/Summit Avenue Extension intersection (including innovative grid movements);
  - b. Pedestrian/bicycling access and safety and green public space creation (e.g., sidewalks and crosswalks, green space and plazas, stormwater management, and bike infrastructure);
  - c. Economic growth and infill in the wedge bordered by Connecticut Avenue to the east, the new Summit Avenue Extension to the west, and Plyers Mill Road to the south.
2. What are the benefits and drawbacks when comparing the needs concerning Traffic, Pedestrian/Bicycling Safety, and Economic Development? How should the Town assess and determine its priorities when considering improvements along the Connecticut Avenue corridor, specifically when identifying a preferred plan? What are the key tradeoffs between the options, and ultimately, which option best balances these tradeoffs (i.e., the 'preferred' option)? What are the barriers to implementing this 'preferred' option (e.g., is it technically and economically feasible)?
3. What are the financing mechanisms and associated timelines for Summit Avenue Extension and associated redevelopment created by the project, including but not limited to federal, state, and county funding and grant opportunities?
4. How can equity and affordable/attainable housing considerations be integrated into the above, particularly accounting for the historically Black Ken-Gar neighborhood?
5. Is there viability to relocating the Kensington Volunteer Fire Department (KVFD)'s Station 5 from its current location at 10620 Connecticut Avenue, to the block separating the split between Connecticut Avenue and University Boulevard, and configuring a traffic 'circle' bordered by University Avenue to the east, Connecticut Avenue to the west, and Perry Avenue to the north?
6. How can the proposed Summit Avenue Extension area be reimaged from its historical reputation as 'gasoline alley' and adapt as the county and the country move away from a fossil-fuel based transportation network?

**Resolution No. R-11-2023**  
**Adopted:**

A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with the Urban Land Institute to establish a Technical Advisory Panel for the strategic review of Economic Development, Connectivity, and Mobility improvements within Kensington's Town Center.

**WHEREAS**, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing and Contracts", Section 2-405, "Professional Services Contracts", the Council may decide by an extra-majority vote (defined as one more than a majority of those present and voting) to authorize the Town Manager to enter into negotiated procurement for professional services rather than advertise; and

**WHEREAS**, the Town requested a proposal from the Urban Land Institute (ULI) to establish a Technical Advisory Panel for the strategic review of Economic Development, Connectivity, and Mobility improvements within the Town; and

**WHEREAS**, the Urban Land Institute provided a Contract proposal to the Town for services to review Strategies for Economic Development, Connectivity, and Mobility in Kensington's Town Center (EXHIBIT A); 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 the Urban Land Institute for the contract price of \$25,000.00, on the terms and conditions as set out in the attached Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Kensington, Maryland, that the Town Manager be and is hereby authorized to enter into a contract in substantially the form attached, with a contract price not to exceed \$25,000.00, with the Urban Land Institute for a Technical Advisory Panel.

**Adopted** by the Town Council this 12th day of June, 2023.

**Effective** this 12<sup>th</sup> day of June, 2023.

**ATTEST:        TOWN OF KENSINGTON, MARYLAND**

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

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

**Resolution No. R-12-2023**

Adopted:

**A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Extension of a Contract with Nazario Construction Corp. for concrete and asphalt paving, perkEpave, storm drain and related services.**

**WHEREAS**, the Town entered into a contract with Nazario Construction Corp. ("NZI") on July 10, 2014 to provide concrete and asphalt construction services; and

**WHEREAS**, the Mayor and Council extended this contract through July, 2021; and

**WHEREAS**, NZI was the successful bidder on a competitively bid contract for street, sidewalk and storm water structures awarded by the City of Takoma Park in August, 2019; and

**WHEREAS**, NZI agreed to provide concrete and asphalt construction services to the Town at the same pricing as that contained in the bid submitted to the City of Takoma through July 1, 2023; and

**WHEREAS**, the Town extended the contract with NZI for concrete and asphalt construction through July 1, 2023; and

**WHEREAS**, the pricing for the contract between NZI and the City of Takoma Park has been increased, as referenced in attached Exhibit A, Asphalt Pavement Unit Prices; and

**WHEREAS**, the information submitted by NZI in support of the price increases is referenced in attached Exhibit B; 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 the increase in prices adopted by the City of Takoma Park are justified, and that the pricing should also be accepted for the Town, and that the contract with NZI should be extended to and until July 1, 2025, based thereon.

**WHEREAS**, the Mayor and Council have determined that it is in the public interest to authorize the Town Manager to extend the contract with Nazario Construction Corp. through and until July 1, 2025, at the pricing detailed on Exhibit A and otherwise on the same terms and conditions as the original contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Town of Kensington that the Town Manager be and is hereby authorized to extend the contract with Nazario Construction Corp. through and until July 1, 2025, at the pricing detailed on Exhibit A and otherwise on the same terms and conditions as the original contract.

**AND BE IT FURTHER RESOLVED** that the funds for the concrete and asphalt services shall be allocated in the following amounts from the Town's Capital Improvement Program (CIP):

- Pavement Management Program (PW-003) – 650,000.00
- Storm Drain Reconstruction and Renovation Program (PW-005) - \$1,500,000.00

**ADOPTED** by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 12th day of June, 2023.

**EFFECTIVE** the 1st day of July, 2023.

**ATTEST: TOWN OF KENSINGTON, MARYLAND**

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

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

# EXHIBIT A

## REQUEST FOR BID

### INDEFINITE QUANTITIES - STREET, SIDEWALK, AND STORMWATER STRUCTURES

**Table A: Asphalt Pavement Unit Prices**

| Item No. | Page | Description                                                                                                          | Unit | Unit Price | plus 15.64% |
|----------|------|----------------------------------------------------------------------------------------------------------------------|------|------------|-------------|
| A.1      | 20   | Roadway Excavation and Grading                                                                                       | CU   | 50.00      | 57.82       |
| A.2      | 20   | Gravel Base Construction                                                                                             | TON  | 35.00      | 40.47       |
| A.3      | 20   | Milling (1-1/2 - 2-1/2 inches)                                                                                       | SY   | 5.00       | 5.78        |
| A.3.1    | 20   | Milling (4 inches)                                                                                                   | SY   | 8.00       | 9.25        |
| A.3.2    | 20   | Milling (6 inches)                                                                                                   | SY   | 9.00       | 10.41       |
| A.4      | 21   | Preparation of Existing Pavement                                                                                     | SY   | 60.00      | 69.38       |
| A.5      | 21   | Hot Mix Asphalt Base                                                                                                 | TON  | 90.00      | 104.08      |
| A.6      | 21   | Hot Mix Asphalt Surface                                                                                              | TON  | 97.00      | 112.17      |
| A.7      | 22   | Pavement Reinforcing (i.e., Petro mat ©)                                                                             | SY   | 3.50       | 4.05        |
| A.8      | 22   | Pavement Marking 6" Per Addendum No 1                                                                                | LF   | 1.00       | 1.16        |
| A.9      | 23   | Thermoplastic Stripping on Hot Asphalt 6" Addendum No 1                                                              | LF   | 2.50       | 2.89        |
| A.10     | 23   | Thermal Stripping by Heat Application 6" Addendum No 1                                                               | LF   | 2.50       | 2.89        |
| A.11     | 23   | Preformed Thermoplastic Pavement Markings 6" Addendum                                                                | LF   | 7.00       | 8.09        |
| A.12     | 23   | Pavement Seal Coating                                                                                                | SF   | .50        | .58         |
| A.13     | 24   | Asphalt Pavement Patching                                                                                            | SF   | 5.00       | 5.78        |
| A.14     | 24   | Subgrade Improvement (2 ft. Deep)                                                                                    | SF   | 6.50       | 7.52        |
| A.15     | 24   | Plain, Conventionally Reinforced or Continuously Reinforced Portland Cement Concrete Pavement Base Repair (Any Size) | CY   | 450.00     | 520.38      |
| A.16     | 24   | Adjust Sewer Manhole to Finished Grade                                                                               | EA   | 200.00     | 231.28      |
| A.17     | 24   | Adjust Water Valve Box                                                                                               | EA   | 100.00     | 115.64      |
| A.18     | 25   | Maintenance of Traffic (Special Provisions)                                                                          | DAY  | 500.00     | 578.20      |
| A.19     | 25   | Speed Bump (City Standard)                                                                                           | EA   | 3,500.00   | 4,047.40    |
| A.20     | 25   | Speed Hump (Montgomery County Standard)                                                                              | EA   | 3,500.00   | 4,047.40    |
| A.21     | 25   | Speed Table (Montgomery County Standard)                                                                             | EA   | 4,000.00   | 4,625.60    |
| A.22     | 25   | Raised Crosswalk (County Standard)                                                                                   | EA   | 4,000.00   | 4,625.60    |
| A.23     | 25   | FOUR 4" Pipe Bollard Installed                                                                                       | EA   | 450.00     | 520.38      |
| A.24     | 25   | SIX 6" Pipe Bollard Installed                                                                                        | EA   | 650.00     | 751.66      |

- If unit prices listed above are not inclusive of the prevailing Federal Labor Rates for Montgomery County, please indicate so. Provide unit prices that are inclusive of prevailing federal labor Wage Rate on separate sheet or on additional column.



REQUEST FOR BID

INDEFINITE QUANTITIES - STREET, SIDEWALK, AND STORMWATER STRUCTURES

Table B: Street Structure Unit Prices

| Item No. | Page | Description                                                | Unit | Unit Price | Plus 15.64% |
|----------|------|------------------------------------------------------------|------|------------|-------------|
| B.1      | 26   | Remove/Replace Curb and Gutter                             | LF   | 28.75      | 33.25       |
| B.2      | 26   | Remove/Replace Handicap Ramp                               | SY   | 76.50      | 88.46       |
| B.3      | 26   | Detectable Warning Mat Installation                        | SF   | 25.00      | 28.91       |
| B.4      | 27   | Montgomery County Standard 10-A 10-C Curb and Gutter       | LF   | 28.75      | 33.25       |
| B.5      | 27   | New Handicap Ramp Installation                             | SF   | 8.50       | 9.83        |
| B.6      | 27   | Remove and Replace Concrete Sidewalk                       | SY   | 45.00      | 52.04       |
| B.7      | 27   | Install New Sidewalk                                       | SY   | 45.00      | 52.04       |
| B.8      | 27   | Remove/Replace Residential Driveway Apron                  | SY   | 55.00      | 63.60       |
| B.9      | 27   | Remove/Replace Commercial Driveway Apron                   | SY   | 68.00      | 78.64       |
| B.10     | 28   | Drain Connection through Curb                              | EA   | 100.00     | 115.64      |
| B.11     | 28   | Saw Cut Concrete and Asphalt 4 in. to 8 in.                | LF   | 4.00       | 4.63        |
| B.12     | 28   | Install Brick Pavers on 2-inch Sand                        | SF   | 20.00      | 23.13       |
| B.13     | 28   | Install Brick Pavers on 4-inch Concrete                    | SF   | 25.00      | 28.91       |
| B.14     | 28   | Install Concrete Block Pavers                              | SF   | 25.00      | 28.91       |
| B.15     | 29   | Install Flexible Sidewalk                                  | SF   | 28.00      | 32.38       |
| B.16     | 30   | RIP RAP Placement 12" Thickness Max Per Addendum No 1      | SF   | 4.00       | 4.63        |
| B.17     | 30   | Imbricated RIP RAP for Channel Protection                  | TON  | 300.00     | 346.92      |
| B.17.1   | 30   | Grouted RIP RAP Placement 12" Max thickness Per Addendum 1 | SF   | 6.00       | 6.94        |
| B.18     | 30   | Traffic Circle Construction                                | SF   | 25.00      | 28.91       |
| B.19     | 30   | Reinforcement Steel                                        | TON  | 300.00     | 346.92      |
| B.20     | 30   | MSHA TYPE "A" or "C" Curb and Gutter                       | LF   | 28.75      | 33.25       |
| B.21     | 30   | Timber Retaining Wall                                      | SF   | 40.00      | 46.26       |
| B.22     | 30   | Interlocking Concrete Block Retaining Wall                 | SF   | 40.00      | 46.26       |
| B.23     | 31   | Reinforced Concrete Retaining Wall                         | SF   | 50.00      | 57.82       |
| B.24     | 31   | Remove and relocate fence                                  | LF   | 15.00      | 17.35       |

- If unit prices listed above are not inclusive of the prevailing Federal Labor Rates for Montgomery County, please indicate so. Provide unit prices that are inclusive of prevailing Federal Labor Wage Rate on separate sheet or on additional column.

## REQUEST FOR BID

## INDEFINITE QUANTITIES - STREET, SIDEWALK, AND STORMWATER STRUCTURES

Table C: Stormwater Drainage Structure Unit Prices

| Item No. | Page | Description                                                                                                                                         | Unit  | Unit Price | Plus<br>15.64% |
|----------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|----------------|
| C.1      | 32   | Removal of Defective Drain Pipes – All Sizes                                                                                                        | LF    | 20.00      | 23.13          |
| C.2      | 32   | Trench Unclassified Excavation and Backfill                                                                                                         | CY    | 75.00      | 86.73          |
| C.3      | 33   | Drain Pipe Installation 4" – 12" Schedule 40 PVC                                                                                                    | LF    | 30.00      | 34.69          |
| C.3.1    | 33   | Install 15" Diameter: HDPE Drain Pipe                                                                                                               | LF    | 45.00      | 52.04          |
| C.3.2    | 33   | Install 15 Diameter: RCP Drain                                                                                                                      | LF    | 60.00      | 69.38          |
| C.3.3    | 33   | Install 24" – 36" Dia. HDPE                                                                                                                         | LF    | 80.00      | 92.51          |
| C.3.4    | 33   | Install 24" – 36" Dia. RCP                                                                                                                          | LF    | 90.00      | 104.08         |
| C.4      | 33   | Inlet Top Slab Replacement 5-10 ft. Length                                                                                                          | EA    | 1,000.00   | 1,156.40       |
| C4.1     | 33   | Inlet Top Slab Replacement 10 – 20 ft. Length                                                                                                       | EA    | 1,500.00   | 1,734.60       |
| C.4.2    | 33   | Remove or Replace Drain Inlet Throat                                                                                                                | LF    | 35.00      | 40.47          |
| C.5      | 33   | New Inlet Structure Construction                                                                                                                    | EA    | 4,000.00   | 4,635.60       |
| C.6      | 33   | Install Sidewalk Trench Drain                                                                                                                       | LF    | 200.00     | 231.28         |
| C.7      | 34   | Underdrain (UD) Installation as per Detail                                                                                                          | LF    | 25.00      | 28.91          |
| C.8      | 34   | Under Sidewalk Intake Structure                                                                                                                     | EA    | 2,500.00   | 2,891.00       |
| C.9      | 34   | Standard Concrete End Section for 15"-30" R.C.P                                                                                                     | EA    | 1,700.00   | 1,965.88       |
| C.10     | 34   | End Section for 15" – 30" HDPE                                                                                                                      | EA    | 1,100.00   | 1,272.09       |
| C.11     | 34   | Standard Manhole and Yard Inlet                                                                                                                     | EA    | 3,500.00   | 4,047.40       |
| C.12     | 34   | Inlet Brick Work Repair (Per SF per Addendum No 1)                                                                                                  | EA SF | 40.00      | 46.26          |
| C.13     | 34   | Temporary Curb Inlet Projection (any size)                                                                                                          | EA    | 200.00     | 231.28         |
| C.14     | 35   | Field Connections for Pipe 8 Inches In diameter or Larger:<br>Field connections New Pipe to Existing Pipe (Any Size – Any Type)                     | EA    | 500.00     | 578.20         |
| C.15     | 35   | Field Connections for Pipe 8 Inches In diameter or Larger:<br>Field connections New Pipe to New Pipe: (Any Size - Any Type)<br>(Existing Structure) | EA    | 500.00     | 578.20         |

- If unit prices listed above are not inclusive of the prevailing Federal Labor Rates for Montgomery County, please indicate so. Provide unit prices that are inclusive of prevailing Federal Labor Wage Rate on separate sheet or on additional column.

REQUEST FOR BID

INDEFINITE QUANTITIES - STREET, SIDEWALK, AND STORMWATER STRUCTURES

**Table D: Tree Protection & Miscellaneous Material Unit Prices**

| Item No. | Page | Description                                     | Unit | Unit Price |        |
|----------|------|-------------------------------------------------|------|------------|--------|
| D.1      | 36   | Hand Removal of Curb and Sidewalk               | LF   | 10.00      | 11.56  |
| D.2      | 36   | Tree Protection Fencing                         | LF   | 4.00       | 4.63   |
| D.3      | 36   | Root Zone Pruning                               | LF   | 20.00      | 23.13  |
| D.4      | 36   | Installation of Wooden Tree Wraps               | EA   | 250.00     | 289.10 |
| D.5      | 36   | Top Soil Replacement                            | SY   | 5.00       | 5.78   |
| D.6      | 36   | Grass Seeding and Mulching                      | SY   | 2.00       | 2.31   |
| D.7      | 37   | Sod Placed over 2-inch Topsoil                  | SY   | 10.00      | 11.56  |
| D.8      | 37   | Shredded Hardwood Mulch – 3-inch                | SY   | 10.00      | 11.56  |
| D.9      | 37   | Soil Mix Bio Retention                          | CY   | 110.00     | 127.20 |
| D.10     | 37   | Soil Stabilization Matting – Type A and B       | SY   | 7.00       | 8.09   |
| D.11     | 38   | Impermeable Liner                               | SY   | 15.00      | 17.35  |
| D.12     | 38   | Aggregate No. 57                                | TON  | 50.00      | 57.82  |
| D.13     | 38   | Aggregate No. 7 or No. 8                        | TON  | 50.00      | 57.82  |
| D.14     | 38   | Aggregate No. 2                                 | TON  | 50.00      | 57.82  |
| D.15     | 38   | Riprap Replacement for Erosion (Class I and II) | TON  | 110.00     | 127.20 |
| D.16     | 38   | River Jack Boulders Stone 4" – 7"               | TON  | 175.00     | 202.87 |
| D.17     | 38   | Imbricated Rip Rap (Class IV and V)             | TON  | 300.00     | 346.92 |
| D.18     | 38   | Pea Gravel                                      | TON  | 60.00      | 69.38  |
| D.19     | 39   | Super Silt Fence                                | LF   | 15.00      | 17.35  |

Plus  
15.64%

| MISCELLANEOUS |    |                                        |       |          |         |
|---------------|----|----------------------------------------|-------|----------|---------|
| D.20          | 39 | Minimum Amount of Work Order           | EA    | 3,000.00 | 3469.20 |
| D.21          | 39 | Period of Warranty (Min. 12-Month)     | Month | 12.0     | 13.88   |
| D.22          | 39 | Timeframe for Repair of Defective Work | Month | 2.0      | 2.31    |

- If unit prices listed above are not inclusive of the prevailing Federal Labor Rates for Montgomery County, please indicate so. Provide unit prices that are inclusive of prevailing Federal Labor Wage Rate on separate sheet or on additional column.





# CPI Inflation Calculator

## CPI Inflation Calculator

\$ 28.75

in September 2019

has the same buying power as

\$33.17

in July 2022

Calculate

### About the CPI Inflation Calculator

The CPI inflation calculator uses the [Consumer Price Index](#) for All Urban Consumers (CPI-U) U.S. city average series for all items, not seasonally adjusted. [This data](#) represents changes in the prices of all goods and services purchased for consumption by urban households.

# Construction Cost Index History - As of June 2022

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534

**HOW ENR BUILDS THE INDEX:** 200 hours of common labor at the 20-city average of common labor rates, plus 25 cwt of standard structural steel shapes at the mill price prior to 1996 and the fabricated 20-city price from 1996, plus 1.128 tons of portland cement at the 20-city price, plus 1,088 board ft of 2 x 4 lumber at the 20-city price.

View the [ANNUAL AVERAGE FOR ENR'S CONSTRUCTION COST INDEX](#).

## ENR'S CONSTRUCTION COST INDEX HISTORY (1908-2022)

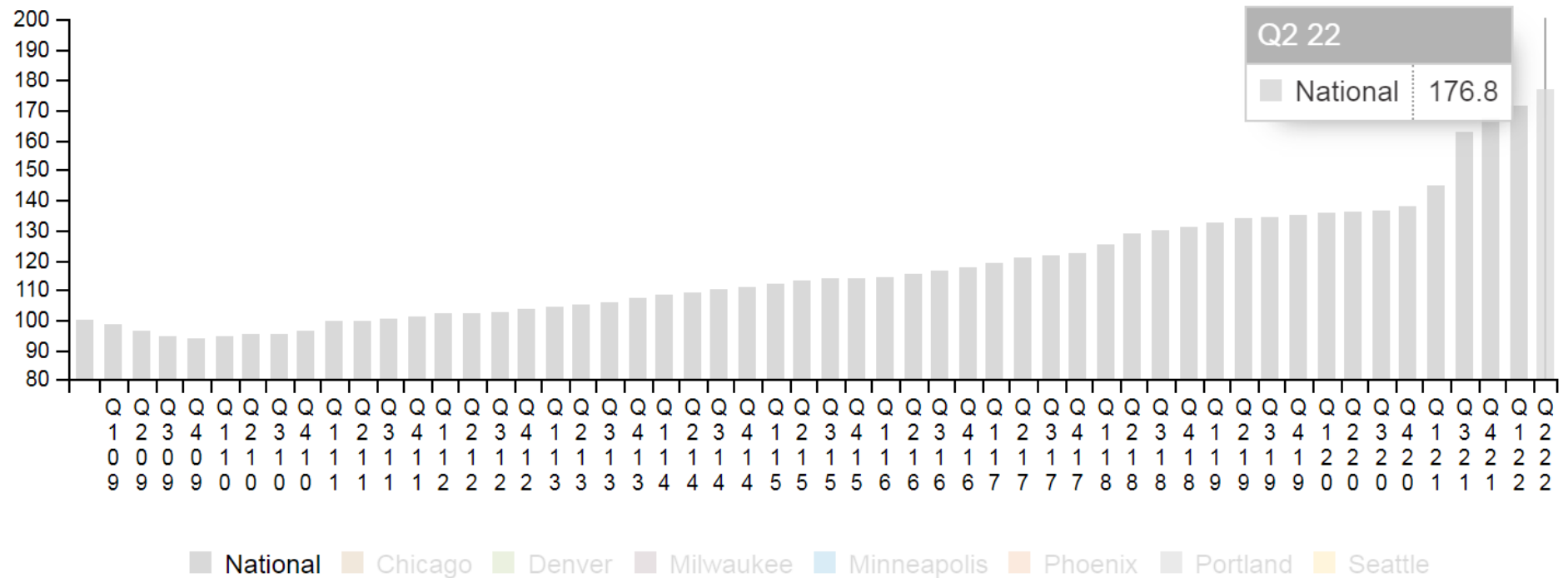
| YEAR | JAN      | FEB      | MAR      | APR      | MAY      | JUN      | JUL   | AUG   | SEP   | OCT   | NOV   | DEC  |
|------|----------|----------|----------|----------|----------|----------|-------|-------|-------|-------|-------|------|
| 2022 | 12555.55 | 12683.97 | 12791.43 | 12898.96 | 13004.47 | 13110.50 |       |       |       |       |       |      |
| 2021 | 11627    | 11698    | 11749    | 11849    | 11989    | 12112    | 12237 | 12463 | 12464 | 12464 | 12467 | 1248 |
| 2020 | 11392    | 11396    | 11397    | 11412    | 11418    | 11436    | 11439 | 11455 | 11499 | 11539 | 11579 | 1162 |
| 2019 | 11206    | 11213    | 11228    | 11228    | 11230    | 11268    | 11293 | 11311 | 11311 | 11326 | 11381 | 1138 |
| 2018 | 10878    | 10889    | 10959    | 10971    | 11013    | 11069    | 11116 | 11124 | 11170 | 11183 | 11184 | 1118 |
| 2017 | 10542    | 10559    | 10667    | 10678    | 10692    | 10703    | 10789 | 10826 | 10823 | 10817 | 10870 | 1087 |
| 2016 | 10132    | 10181    | 10242    | 10279    | 10315    | 10337    | 10379 | 10385 | 10403 | 10434 | 10442 | 1053 |
| 2015 | 9972     | 9962     | 9972     | 9992     | 9975     | 10039    | 10037 | 10039 | 10065 | 10128 | 10092 | 1015 |
| 2014 | 9664     | 9681     | 9702     | 9750     | 9796     | 9800     | 9835  | 9846  | 9870  | 9886  | 9912  | 9936 |
| 2013 | 9437     | 9453     | 9456     | 9484     | 9516     | 9542     | 9552  | 9545  | 9552  | 9689  | 9666  | 9668 |
| 2012 | 9176     | 9198     | 9268     | 9273     | 9290     | 9291     | 9324  | 9351  | 9341  | 9376  | 9398  | 9412 |
| 2011 | 8938     | 8998     | 9011     | 9027     | 9035     | 9053     | 9080  | 9088  | 9116  | 9147  | 9173  | 9172 |
| 2010 | 8660     | 8672     | 8671     | 8677     | 8761     | 8805     | 8844  | 8837  | 8836  | 8921  | 8951  | 8952 |
| 2009 | 8549     | 8533     | 8534     | 8528     | 8574     | 8578     | 8566  | 8564  | 8586  | 8596  | 859   |      |
| 2008 | 8090     | 8094     | 8109     | 8112     | 8141     | 8185     | 8293  | 8362  | 8557  | 8623  | 860   |      |

| YEAR | JAN  | FEB  | MAR  | APR  | MAY  | JUN  | JUL  | AUG  | SEP  | OCT  | NOV  | DEC  |
|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2007 | 7880 | 7880 | 7856 | 7865 | 7942 | 7939 | 7959 | 8007 | 8050 | 8045 | 8092 | 8089 |
| 2006 | 7660 | 7689 | 7692 | 7695 | 7691 | 7700 | 7721 | 7722 | 7763 | 7883 | 7911 | 7888 |
| 2005 | 7297 | 7298 | 7309 | 7355 | 7398 | 7415 | 7422 | 7479 | 7540 | 7563 | 7630 | 7647 |
| 2004 | 6825 | 6862 | 6957 | 7017 | 7065 | 7109 | 7126 | 7188 | 7298 | 7314 | 7312 | 7308 |
| 2003 | 6581 | 6640 | 6627 | 6635 | 6642 | 6694 | 6695 | 6733 | 6741 | 6771 | 6794 | 6782 |
| 2002 | 6462 | 6462 | 6502 | 6480 | 6512 | 6532 | 6605 | 6592 | 6589 | 6579 | 6578 | 6563 |
| 2001 | 6281 | 6272 | 6279 | 6286 | 6288 | 6318 | 6404 | 6389 | 6391 | 6397 | 6410 | 6390 |
| 2000 | 6130 | 6160 | 6202 | 6201 | 6233 | 6238 | 6225 | 6233 | 6224 | 6259 | 6266 | 6283 |
| 1999 | 6000 | 5992 | 5986 | 6008 | 6006 | 6039 | 6076 | 6091 | 6128 | 6134 | 6127 | 6127 |
| 1998 | 5852 | 5874 | 5875 | 5883 | 5881 | 5895 | 5921 | 5929 | 5963 | 5986 | 5995 | 5991 |
| 1997 | 5765 | 5769 | 5759 | 5799 | 5837 | 5860 | 5863 | 5854 | 5851 | 5848 | 5838 | 5858 |
| 1996 | 5523 | 5532 | 5537 | 5550 | 5572 | 5597 | 5617 | 5652 | 5683 | 5719 | 5740 | 5744 |
| 1995 | 5443 | 5444 | 5435 | 5432 | 5433 | 5432 | 5484 | 5506 | 5491 | 5511 | 5519 | 5524 |
| 1994 | 5336 | 5371 | 5381 | 5405 | 5405 | 5408 | 5409 | 5424 | 5437 | 5437 | 5439 | 5439 |
| 1993 | 5071 | 5070 | 5106 | 5167 | 5262 | 5260 | 5252 | 5230 | 5255 | 5264 | 5278 | 5310 |
| 1992 | 4888 | 4884 | 4927 | 4946 | 4965 | 4973 | 4992 | 5032 | 5042 | 5052 | 5058 | 5059 |
| 1991 | 4777 | 4773 | 4772 | 4766 | 4801 | 4818 | 4854 | 4892 | 4891 | 4892 | 4896 | 4889 |
| 1990 | 4680 | 4685 | 4691 | 4693 | 4707 | 4732 | 4734 | 4752 | 4774 | 4771 | 4787 | 4777 |

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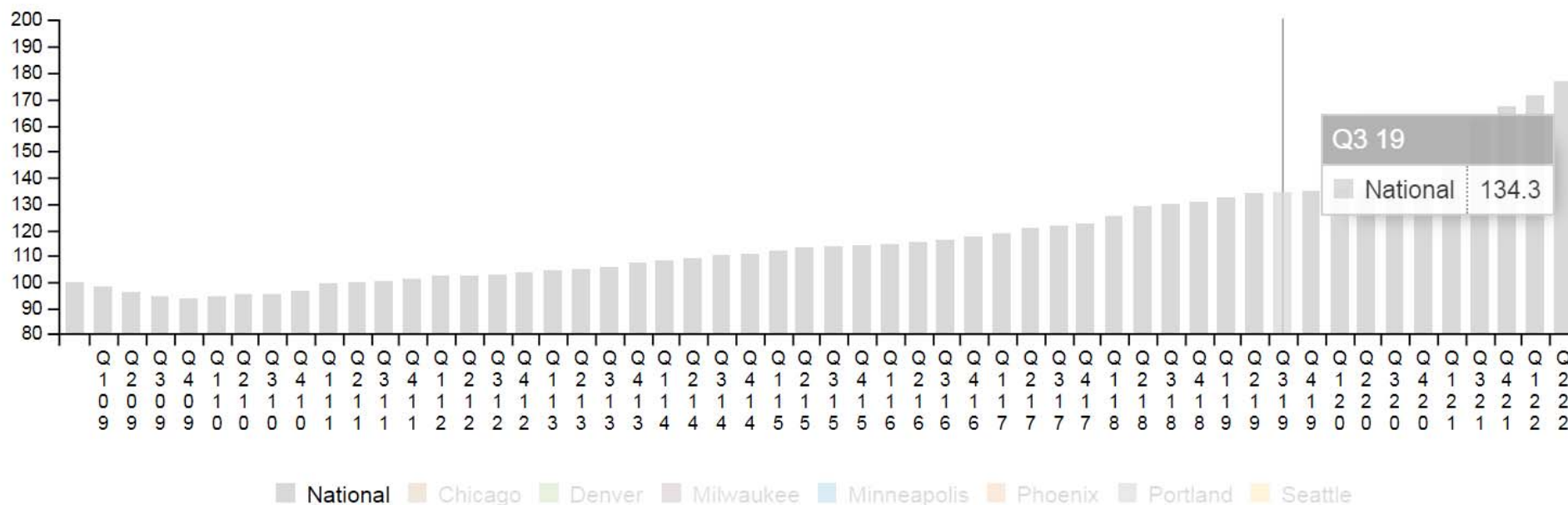
(JANUARY 2009 = 100)





# Overall Construction Cost Index Q2 2022

(JANUARY 2009 = 100)



# INVOICE

## CONCRETE SUPPLY COMPANY, LLC

11700 CHERRY HILL ROAD  
SILVER SPRING, MD 20904

Phone #: 301-622-2990

Fax #: 301-622-2541

### BILL TO:

NZI CONSTRUCTION CORP.  
11601 SPRUCE AVE  
BELTSVILLE, MD 20705

### SHIPPED TO:

NICHOLSON STREET/32ND AVENUE  
HYATTSVILLE, MD

| DELIVERY DATE                                                                                                                      | LOT #           | TICKET NUMBER(S)                  | P.O. NUMBER      | INVOICE #  |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|------------------|------------|
| 5/5/2021                                                                                                                           |                 | 115427                            |                  | 50099      |
| Quantity                                                                                                                           | Item Code       | Description                       | Price Each       | Amount     |
| 10                                                                                                                                 | PG#1 A          | P.G. CO. CONCRETE MIX             | 90.50            | 905.00T    |
| 10                                                                                                                                 | HAUL            | HAULING CHARGE PER CUBIC YARD     | 26.00            | 260.00     |
| 10                                                                                                                                 | EIF             | ENVIRONMENTAL IMPACT FEE          | 1.00             | 10.00T     |
| 1                                                                                                                                  | FUEL SURCHAR... | FUEL SURCHARGE PER DELIVERED LOAD | 10.00            | 10.00      |
| $1,239.90 / 10 =$<br>$123.99 / cy$                                                                                                 |                 |                                   |                  |            |
|                                                                                                                                    |                 |                                   |                  | \$1,185.00 |
| TERMS: Net 30                                                                                                                      |                 |                                   | Sales Tax (6.0%) | \$54.90    |
| CASH DISCOUNT OF \$1.00 PER CUBIC YARD--ON CONCRETE ONLY--MAY BE DEDUCTED IF PAID WITHIN 10 DAYS (EXCLUDING SUNDAYS AND HOLIDAYS). |                 |                                   | Total            | \$1,239.90 |

# INVOICE

CONCRETE SUPPLY COMPANY, LLC

11700 CHERRY HILL ROAD  
SILVER SPRING, MD 20904

Phone #: 301-622-2990

Fax #: 301-622-2541

**BILL TO:**

NZI CONSTRUCTION CORP.  
11601 SPRUCE AVE  
BELTSVILLE, MD 20705

**SHIPPED TO:**

5700 EMERSON STREET  
BLADENSBURG, MD

| DELIVERY DATE                                                                                                                      | LOT #           | TICKET NUMBER(S)                  | P.O. NUMBER      | INVOICE #  |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|------------------|------------|
| 10/15/2021                                                                                                                         |                 | 119721                            |                  | 51957      |
| Quantity                                                                                                                           | Item Code       | Description                       | Price Each       | Amount     |
| 10                                                                                                                                 | PG#1 A          | P.G. CO. CONCRETE MIX             | 90.50            | 905.00T    |
| 10                                                                                                                                 | HAUL            | HAULING CHARGE PER CUBIC YARD     | 26.00            | 260.00     |
| 10                                                                                                                                 | EIF             | ENVIRONMENTAL IMPACT FEE          | 1.00             | 10.00T     |
| 1                                                                                                                                  | FUEL SURCHAR... | FUEL SURCHARGE PER DELIVERED LOAD | 10.00            | 10.00      |
| $1,239.90 / 10 =$<br>$123.99 / cy$                                                                                                 |                 |                                   |                  |            |
|                                                                                                                                    |                 |                                   |                  | \$1,185.00 |
| TERMS:                                                                                                                             |                 | Net 30                            |                  |            |
| ADDITIONAL \$1.00/YD DISCOUNT IF PAID WITHIN 15 DAYS.                                                                              |                 |                                   | Sales Tax (6.0%) | \$54.90    |
| CASH DISCOUNT OF \$1.00 PER CUBIC YARD--ON CONCRETE ONLY--MAY BE DEDUCTED IF PAID WITHIN 10 DAYS (EXCLUDING SUNDAYS AND HOLIDAYS). |                 |                                   | Total            | \$1,239.90 |



# INVOICE

## CONCRETE SUPPLY COMPANY, LLC

11700 CHERRY HILL ROAD  
SILVER SPRING, MD 20904

Phone #: 301-622-2990

Fax #: 301-622-2541

### BILL TO:

NZI CONSTRUCTION CORP.  
11601 SPRUCE AVE  
BELTSVILLE, MD 20705

### SHIPPED TO:

EUCLID STREET/VALLEY WAY  
CHEVERLY, MD

| DELIVERY DATE                                                                                                                      | LOT #           | TICKET NUMBER(S)                  | P.O. NUMBER      | INVOICE #  |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|------------------|------------|
| 5/10/2022                                                                                                                          |                 | 124283                            |                  | 53790      |
| Quantity                                                                                                                           | Item Code       | Description                       | Price Each       | Amount     |
| 10                                                                                                                                 | PG#1 A          | P.G. CO. CONCRETE MIX             | 102.50           | 1,025.00T  |
| 10                                                                                                                                 | HAUL            | HAULING CHARGE PER CUBIC YARD     | 26.00            | 260.00     |
| 10                                                                                                                                 | EIF             | ENVIRONMENTAL IMPACT FEE          | 1.50             | 15.00T     |
| 1                                                                                                                                  | FUEL SURCHAR... | FUEL SURCHARGE PER DELIVERED LOAD | 28.75            | 28.75      |
| <div>1,391.15/10<br/>= 139.12/cy</div>                                                                                             |                 |                                   |                  | \$1,328.75 |
| TERMS: Net 30                                                                                                                      |                 |                                   | Sales Tax (6.0%) | \$62.40    |
| CASH DISCOUNT OF \$1.00 PER CUBIC YARD--ON CONCRETE ONLY--MAY BE DEDUCTED IF PAID WITHIN 10 DAYS (EXCLUDING SUNDAYS AND HOLIDAYS). |                 |                                   | Total            | \$1,391.15 |



# INVOICE

CONCRETE SUPPLY COMPANY, LLC

11700 CHERRY HILL ROAD  
SILVER SPRING, MD 20904

Phone #: 301-622-2990

Fax #: 301-622-2541

BILL TO:

NZI CONSTRUCTION CORP.  
11601 SPRUCE AVE  
BELTSVILLE, MD 20705

SHIPPED TO:

ODESSA ROAD  
COLLEGE PARK, MD

| DELIVERY DATE                                                                                                                      | LOT #           | TICKET NUMBER(S)                  | P.O. NUMBER      | INVOICE #  |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|------------------|------------|
| 6/21/2022                                                                                                                          |                 | 125366                            |                  | 54264      |
| Quantity                                                                                                                           | Item Code       | Description                       | Price Each       | Amount     |
| 10                                                                                                                                 | PG#1 A          | P.G. CO. CONCRETE MIX             | 104.00           | 1,040.00T  |
| 10                                                                                                                                 | HAUL            | HAULING CHARGE PER CUBIC YARD     | 30.00            | 300.00     |
| 10                                                                                                                                 | EIF             | ENVIRONMENTAL IMPACT FEE          | 1.50             | 15.00T     |
| 1                                                                                                                                  | FUEL SURCHAR... | FUEL SURCHARGE PER DELIVERED LOAD | 28.75            | 28.75      |
| $1,447.05 / 10 =$<br>$144.71 / \text{cy}$                                                                                          |                 |                                   |                  | \$1,383.75 |
| TERMS: Net 30                                                                                                                      |                 |                                   | Sales Tax (6.0%) | \$63.30    |
| CASH DISCOUNT OF \$1.00 PER CUBIC YARD--ON CONCRETE ONLY--MAY BE DEDUCTED IF PAID WITHIN 10 DAYS (EXCLUDING SUNDAYS AND HOLIDAYS). |                 |                                   | Total            | \$1,447.05 |

# INVOICE

## CONCRETE SUPPLY COMPANY, LLC

11700 CHERRY HILL ROAD  
SILVER SPRING, MD 20904

Phone #: 301-622-2990

Fax #: 301-622-2541

### BILL TO:

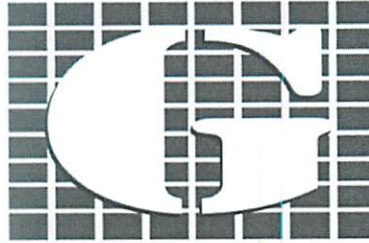
NZI CONSTRUCTION CORP.  
11601 SPRUCE AVE  
BELTSVILLE, MD 20705

### SHIPPED TO:

COCKERILLE/SPRING  
TAKOMA PARK, MD

| DELIVERY DATE                                                                                                                      | LOT #           | TICKET NUMBER(S)                  | P.O. NUMBER              | INVOICE #  |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|--------------------------|------------|
| 8/10/2022                                                                                                                          |                 | 126512                            |                          | 54736      |
| Quantity                                                                                                                           | Item Code       | Description                       | Price Each               | Amount     |
| 10                                                                                                                                 | MC18-04         | MC18-04                           | 114.00                   | 1,140.00   |
| 10                                                                                                                                 | HAUL            | HAULING CHARGE PER CUBIC YARD     | 30.00                    | 300.00     |
| 10                                                                                                                                 | EIF             | ENVIRONMENTAL IMPACT FEE          | 1.50                     | 15.00      |
| 1                                                                                                                                  | FUEL SURCHAR... | FUEL SURCHARGE PER DELIVERED LOAD | 25.00                    | 25.00      |
| $1,549.30 / 10 =$<br>$154.93 / cy$                                                                                                 |                 |                                   |                          |            |
|                                                                                                                                    |                 |                                   |                          | \$1,480.00 |
| TERMS: Net 30                                                                                                                      |                 |                                   | Sales Tax (6.0%) \$69.30 |            |
| CASH DISCOUNT OF \$1.00 PER CUBIC YARD--ON CONCRETE ONLY--MAY BE DEDUCTED IF PAID WITHIN 10 DAYS (EXCLUDING SUNDAYS AND HOLIDAYS). |                 |                                   | <b>Total</b> \$1,549.30  |            |

GREENWALD SUPPLY DIRECT, LLC  
2401 51st PLACE  
HYATTSVILLE, MD 20781  
301-658-2420



# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 11/8/2019 | 98926     |

|                                                               |
|---------------------------------------------------------------|
| Bill To                                                       |
| NZI CONSTRUCTION<br>11601 SPRUCE AVE<br>BELTSVILLE, MD. 20705 |

|                                                              |
|--------------------------------------------------------------|
| Ship To                                                      |
| NZI CONSTRUCTION<br>** WILL CALL **<br>HYATTSVILLE, MD 20781 |

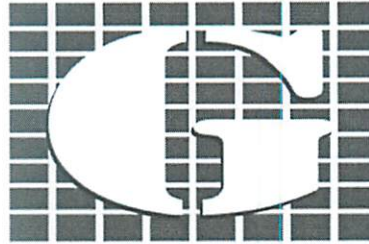
|          |        |           |     |
|----------|--------|-----------|-----|
| P.O. No. | Terms  | Due Date  | Rep |
| 1613     | Net 30 | 12/8/2019 | JON |

| Item    | Description                                  | S.O. No. | QTY | U/M | Cost  | Amount |
|---------|----------------------------------------------|----------|-----|-----|-------|--------|
| WM610RL | WIRE MESH 6X6 10/10 (W1.4/W1.4) 5 X 150 ROLL | 99914    | 10  | RL  | 89.00 | 890.00 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------|
| Thank you for your business.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Subtotal</b>         | \$890.00 |
| <p>If customer has any objection to the goods, materials or products delivered, they must object in writing to Greenwald Supply Direct LLC ("GSD") within 72 hours after receipt of the goods stating in detail the basis for their objection. Otherwise, any claim against GSD shall be barred. Customer agrees to pay GSD interest at the rate of 1½% per month on the balance of any invoice not paid within 30 days after delivery of the goods, materials or products. Customer agrees to pay GSD a \$25 charge on any check returned by a bank or other financial institution. In the event that customer fails to pay this Invoice within 30 days after delivery of the goods, materials or products, Customer agrees to pay GSD all reasonable attorney's fees, costs, expenses and fees incurred in collecting or attempting to collect any amounts due hereunder.</p> | <b>Sales Tax (6.0%)</b> | \$53.40  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Total</b>            | \$943.40 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Payments/Credits</b> | \$0.00   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Balance Due</b>      | \$943.40 |



GREENWALD SUPPLY DIRECT, LLC  
2401 51st PLACE  
HYATTSVILLE, MD 20781  
301-658-2420



# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 6/10/2022 | 152229    |

|                                                               |
|---------------------------------------------------------------|
| <b>Bill To</b>                                                |
| NZI CONSTRUCTION<br>11601 SPRUCE AVE<br>BELTSVILLE, MD. 20705 |

|                                                               |
|---------------------------------------------------------------|
| <b>Ship To</b>                                                |
| NZI CONSTRUCTION<br>11601 SPRUCE AVE<br>BELTSVILLE., MD 20705 |

|          |        |           |     |            |
|----------|--------|-----------|-----|------------|
| P.O. No. | Terms  | Due Date  | Rep | Ordered By |
| 2006     | Net 30 | 7/10/2022 | RDG | Nelson     |

| Item          | Description                                      | S.O. No. | QTY   | U/M | Cost   | Amount   |
|---------------|--------------------------------------------------|----------|-------|-----|--------|----------|
| WINFAB310N    | WINFAB 310N FILTER FABRIC 12'6 X 360'            | 153558   | 3     | RL  | 389.00 | 1,167.00 |
| WM66510       | WIRE MESH 6 X 6 - 6/6(W2.9/W2.9) 5' X10' SHEET   | 153558   | 150   | SHT | 24.25  | 3,637.50 |
| WM610RL       | WIRE MESH 6X6 10/10 (W1.4/W1.4) 5 X 150 ROLL     | 153558   | 10    | RL  | 195.00 | 1,950.00 |
| REB42060LBS   | REBAR #4 X 20' GR.60 LBS ** 2 Bundles **         | 153558   | 4,088 | LBS | 0.64   | 2,616.32 |
| FB124         | 1/2" X 4" FIBER EXPANSION JOINT (LF) ASTM D-1751 | 153558   | 9,600 | LF  | 0.205  | 1,968.00 |
| CMS           | LEHIGH MORTAR TYPE "S" GRAY (BAG) 40BAGS/PALLET  | 153558   | 40    | BAG | 9.00   | 360.00   |
| N6C           | 6d COMMON NAILS                                  | 153558   | 2     | BOX | 48.50  | 97.00    |
| N12C          | 12d COMMON NAILS                                 | 153558   | 2     | BOX | 48.50  | 97.00    |
| FUEL SURCH... | FUEL SURCHARGE                                   | 153558   | 1     | EA  | 10.00  | 10.00    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |                         |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|-------------------------|-------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  | <b>Subtotal</b>         | \$11,902.82 |
| <p>If customer has any objection to the goods, materials or products delivered, they must object in writing to Greenwald Supply Direct LLC ("GSD") within 72 hours after receipt of the goods stating in detail the basis for their objection. Otherwise, any claim against GSD shall be barred. Customer agrees to pay GSD interest at the rate of 1½% per month on the balance of any invoice not paid within 30 days after delivery of the goods, materials or products. Customer agrees to pay GSD a \$25 charge on any check returned by a bank or other financial institution. In the event that customer fails to pay this Invoice within 30 days after delivery of the goods, materials or products, Customer agrees to pay GSD all reasonable attorney's fees, costs, expenses and fees incurred in collecting or attempting to collect any amounts due hereunder.</p> |  |  |  |  | <b>Sales Tax (6.0%)</b> | \$713.57    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  | <b>Total</b>            | \$12,616.39 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  | <b>Payments/Credits</b> | \$0.00      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  | <b>Balance Due</b>      | \$12,616.39 |



# WATERWORKS

13900 LOWE STREET  
CHANTILLY, VA 20151-3213

Please contact with Questions: 407-816-6550

| INVOICE NUMBER | TOTAL DUE  | CUSTOMER | PAGE   |
|----------------|------------|----------|--------|
| 2099647        | \$2,008.76 | 144100   | 1 of 1 |

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1800  
PO BOX 417592  
BOSTON, MA 02241-7592

NZI CONSTRUCTION  
PG 868-H  
11601 SPRUCE AVE  
BELTSVILLE, MD 20705

SHIP TO:

COUNTER PICK UP  
8520 PENNSYLVANIA AVE SERV RD  
UPPER MARLBORO, MD 20772-4884

| SHIP<br>WHSE.                                                                                                                                                                                                                                                                                                                                                             | SELL<br>WHSE. | TAX CODE    | CUSTOMER ORDER NUMBER   | SALESMAN       | JOB NAME | INVOICE DATE | BATCH        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------|-------------------------|----------------|----------|--------------|--------------|
| 1835                                                                                                                                                                                                                                                                                                                                                                      | 1835          | MDONLY      | 1613                    | 835            | PG 868-H | 03/06/20     | IO<br>134372 |
| ORDERED                                                                                                                                                                                                                                                                                                                                                                   | SHIPPED       | ITEM NUMBER | DESCRIPTION             | UNIT PRICE     | UM       | AMOUNT       |              |
| 400                                                                                                                                                                                                                                                                                                                                                                       | 400           | P40BPU20    | 6X20 FT PVC S40 BE PIPE | 473.765        | C        | 1895.06      |              |
|                                                                                                                                                                                                                                                                                                                                                                           |               |             | INVOICE SUB-TOTAL       |                |          | 1895.06      |              |
|                                                                                                                                                                                                                                                                                                                                                                           |               |             | TAX                     | Maryland State |          | 113.70       |              |
| LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH<br>US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.<br>PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN<br>NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. |               |             |                         |                |          |              |              |
| <div><div>\$ 2,008.76 /</div><div>400 LF =</div><div>\$ 5.02 / LF</div></div>                                                                                                                                                                                                                                                                                             |               |             |                         |                |          |              |              |

Thank you for your business



|        |               |                  |           |            |
|--------|---------------|------------------|-----------|------------|
| TERMS: | NET 10TH PROX | ORIGINAL INVOICE | TOTAL DUE | \$2,008.76 |
|--------|---------------|------------------|-----------|------------|

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.





# ON ACCOUNT



858 - Capital Heights  
9230 Alaking Ct  
Capitol Heights, MD, 20743  
(301) 773-3800

## QUOTE

48543146

THIS IS A QUOTE ONLY DO NOT SHIP OR  
TENDER FUNDS

**Sold To:** 150695000  
NZI CONSTRUCTION  
11601 SPRUCE AVE  
BELTSVILLE, MD, 20705-1602  
301-937-8990

**Ship To :** YARD/NZI CONSTRUCTION-150695999,150695999  
11601 SPRUCE AVE  
BELTSVILLE, MD, 20705-1602  
**Job Site Contact:**  
**Job Site Phone:**  
**Map #:**

02:58 PM

**Ordered By:** JACK NAZARIO

**Contact Phone:** 240-6784261

| Quote Number |            | Quote Date                                        | Valid Until  | Request Date   |         | Sales Person |
|--------------|------------|---------------------------------------------------|--------------|----------------|---------|--------------|
| 48543146     |            | 08/15/2022                                        | 08/22/2022   |                |         | Johns, S     |
| Terms        |            | Shipping Method                                   | Quote Name   | Customer PO    |         | Created By   |
| N30D         |            | 2. Our Truck                                      |              | PIPE           |         | Johns, S     |
| SEQ          | Part#      | Description                                       | Ord Quantity | U/M            | Price   | Amount       |
|              | H/M        |                                                   |              | Unit WT        | COO     |              |
| 10           | 11440600   | 6" SOLID PIPE PVC SCH40 SOLD/FT                   | 750          | FT<br>3.62 LBS | \$13.50 | \$10,125.00  |
| 20           | 115D300060 | 6" ELBOW 90DEG 1/4 BEND SCH40<br>DWV HARRY EKLOFF | 6            | EA<br>4.41 LBS | \$42.00 | \$252.00     |
| 30           | 115401060  | 6" TEE PVC SCH40 SXSXS                            | 6            | EA<br>8.04 LBS | \$55.00 | \$330.00     |

|                        |             |
|------------------------|-------------|
| Shipped amount         | \$10,707.00 |
| Order charges          | \$0.00      |
| Tax amount             | \$0.00      |
| Lumber Tax rate/amount | 1.00%       |
| Quote total            | \$10,707.00 |

$\$10,707.00 / 750.00 = \$14.28/ft$



# Invoice

Page 1 of 1

For Customer Service call or visit our website at:  
410.235.1070 • 888.235.8900 Toll Free  
portal.carrollmotorfuels.com

Account # 5102898

Invoice # 211096

Terms Net 15 Days

Invoice Date 08/23/21

Due Date 09/07/21

PO # ---

## Delivery Address

NZI Construction Corp  
11601 Spruce Ave  
Beltsville, MD 20705

NZI Construction Corp  
11601 Spruce Ave  
Beltsville, MD 20705

| Date       | BOL/Ticket  | Description         | Quantity | Gross/Net | Per Unit   | Extended   |
|------------|-------------|---------------------|----------|-----------|------------|------------|
| 08/23/2021 | 00002110961 | Diesel Clear 15 PPM | 1,289.40 | Gross     | \$2.043700 | \$2,635.15 |
| 08/23/2021 |             | Taxes and Fees      | 1,289.40 | Gross     | \$0.616543 | \$794.97   |
|            |             |                     |          | Total :   | \$2.660243 | \$3,430.12 |
| 08/23/2021 |             | CDF                 |          | Gross     |            | \$4.25     |

| Taxes And Fees                        | Quantity | Per Unit   | Amount   | Product Total :  | \$2,635.15 |
|---------------------------------------|----------|------------|----------|------------------|------------|
| Federal Excise - Diesel               | 1,289.40 | \$0.243000 | \$313.32 | Non Fuel Total : | \$4.25     |
| Federal Excise Lust - Diesel          | 1,289.40 | \$0.001000 | \$1.29   | Taxes Total :    | \$794.97   |
| Federal Oil Spill Fee - Diesel        | 1,289.40 | \$0.002143 | \$2.76   |                  |            |
| State Excise MD - Diesel              | 1,289.40 | \$0.368500 | \$475.14 |                  |            |
| State Transfer Fee MD-Gasoline/Diesel | 1,289.40 | \$0.001905 | \$2.46   |                  |            |
| Pay This Amount --->                  |          |            |          |                  | \$3,434.37 |

(Please detach here and return this stub with your payment.)

## Account Number

5102898

## Invoice Number

211096

## Amount Due

\$3,434.37

NZI Construction Corp / 11601 Spruce Ave  
Beltsville, MD 20705

## Account Enclosed

\$

## Due Date

9/7/2021

## Check #

Carroll Independent Fuel, LLC  
P.O. Box 64686  
Baltimore MD 21264-4686

05102898000000000021109608232021003434375



# Invoice

Page 1 of 1

For Customer Service call or visit our website at:  
410.235.1070 • 888.235.8900 Toll Free  
portal.carrollmotorfuels.com

Account # 5102898

Invoice # 381476

Terms Net 15 Days

Invoice Date 06/22/22

Due Date 07/07/22

PO # ---

## Delivery Address

NZI Construction Corp  
11601 Spruce Ave  
Beltsville, MD 20705

NZI Construction Corp  
11601 Spruce Ave  
Beltsville, MD 20705

| Date       | BOL/Ticket  | Description         | Quantity | Gross/Net      | Per Unit          | Extended          |
|------------|-------------|---------------------|----------|----------------|-------------------|-------------------|
| 06/22/2022 | 00003814761 | Diesel Clear 15 PPM | 1,377.70 | Gross          | \$4.566000        | \$6,290.58        |
| 06/22/2022 |             | Taxes and Fees      | 1,377.70 | Gross          | \$0.616542        | \$849.41          |
|            |             |                     |          | <b>Total :</b> | <b>\$5.182542</b> | <b>\$7,139.99</b> |
| 06/22/2022 |             | CDF                 |          | Gross          |                   | \$4.25            |

| Taxes And Fees                        | Quantity | Per Unit   | Amount   | Product Total :  | \$6,290.58        |
|---------------------------------------|----------|------------|----------|------------------|-------------------|
| Federal Excise - Diesel               | 1,377.70 | \$0.243000 | \$334.78 | Non Fuel Total : | \$4.25            |
| Federal Excise Lust - Diesel          | 1,377.70 | \$0.001000 | \$1.38   | Taxes Total :    | \$849.41          |
| Federal Oil Spill Fee - Diesel        | 1,377.70 | \$0.002143 | \$2.95   |                  |                   |
| State Excise MD - Diesel              | 1,377.70 | \$0.368500 | \$507.68 |                  |                   |
| State Transfer Fee MD-Gasoline/Diesel | 1,377.70 | \$0.001905 | \$2.62   |                  |                   |
| <b>Pay This Amount ---&gt;</b>        |          |            |          |                  | <b>\$7,144.24</b> |

(Please detach here and return this stub with your payment.)

Account Number  
5102898

Invoice Number  
381476

Amount Due  
\$7,144.24

NZI Construction Corp / 11601 Spruce Ave  
Beltsville, MD 20705

Account Enclosed  
\$

Due Date  
7/7/2022

Check #

Carroll Independent Fuel, LLC  
P.O. Box 64686  
Baltimore MD 21264-4686

05102898000000000003814760622022007144245



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MEMORANDUM

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**TO:** DISTRICT ENGINEERS  
DIRECTOR – OFFICE OF STRUCTURES  
DIRECTOR – OFFICE OF HIGHWAY DEVELOPMENT  
DIRECTOR – OFFICE OF MATERIALS AND TECHNOLOGY  
DIRECTOR – OFFICE OF TRAFFIC AND SAFETY  
DISTRICT SKETCHBOOK REVIEWERS  
MARYLAND PORT ADMINISTRATION, DIVISION OF ENGINEERING  
MARYLAND TRANSPORTATION AUTHORITY, SKETCH BOOK SECTION

**FROM:** STEPHEN A. BUCY, P.E.   
For DIRECTOR, OFFICE OF CONSTRUCTION

**SUBJECT:** HOT MIX ASPHALT PRICE ADJUSTMENT OF ASPHALT CEMENT

**DATE:** JULY 29, 2022

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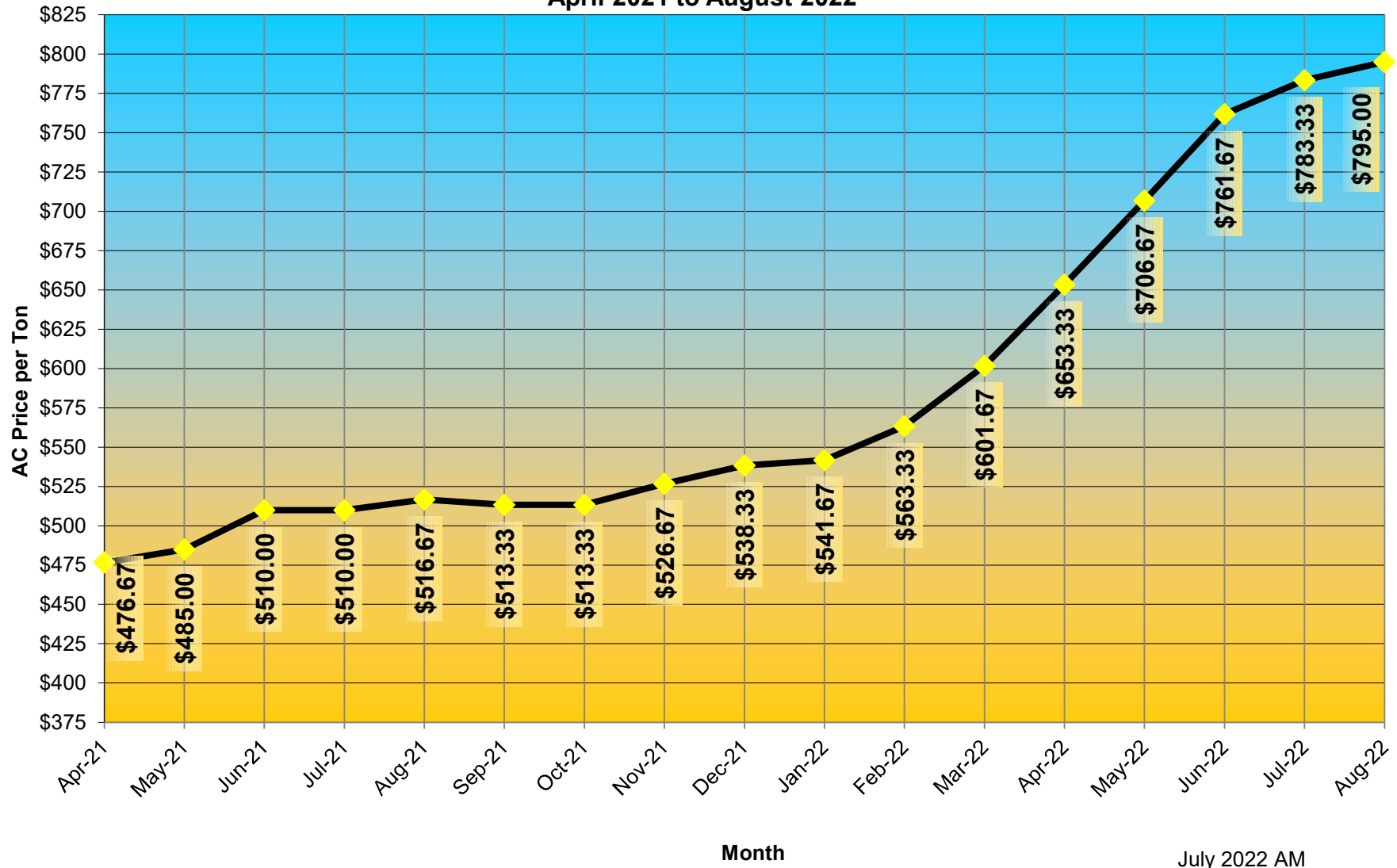
The prevailing monthly price of asphalt cement as determined by the Administration is as follows:

| <u>MONTH</u> | <u>GRADE</u> | <u>PRICE</u> |
|--------------|--------------|--------------|
| August 2022  | PG 64S-22    | \$795.00     |

cc: Mr. T. Smith  
Ms. T. Soos  
Mr. S. Wegodapola  
Mr. B. Gilardi  
Mr. V. Grafton  
Ms. W. Wolcott

Ms. S. Barrot  
Mr. A. Futrell  
Mr. A. Crawford  
Mr. G. Hall  
Ms. B. Larson  
Ms. M. Appel

Maryland State Highway Administration - Office of Construction  
Liquid Asphalt Cement Price  
April 2021 to August 2022



July 2022 AM

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MEMORANDUM

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**TO:** DISTRICT ENGINEERS  
DIRECTOR – OFFICE OF STRUCTURES  
DIRECTOR – OFFICE OF HIGHWAY DEVELOPMENT  
DIRECTOR – OFFICE OF MATERIALS AND TECHNOLOGY  
DIRECTOR – OFFICE OF TRAFFIC AND SAFETY  
DISTRICT SKETCHBOOK REVIEWERS  
MARYLAND PORT ADMINISTRATION, DIVISION OF ENGINEERING  
MARYLAND TRANSPORTATION AUTHORITY, SKETCH BOOK SECTION

**FROM:** STEPHEN A. BUCY, P.E. *Stephen A. Bucy*  
For DIRECTOR, OFFICE OF CONSTRUCTION

**SUBJECT:** DIESEL FUEL PRICE ADJUSTMENT

**DATE:** JULY 29, 2022

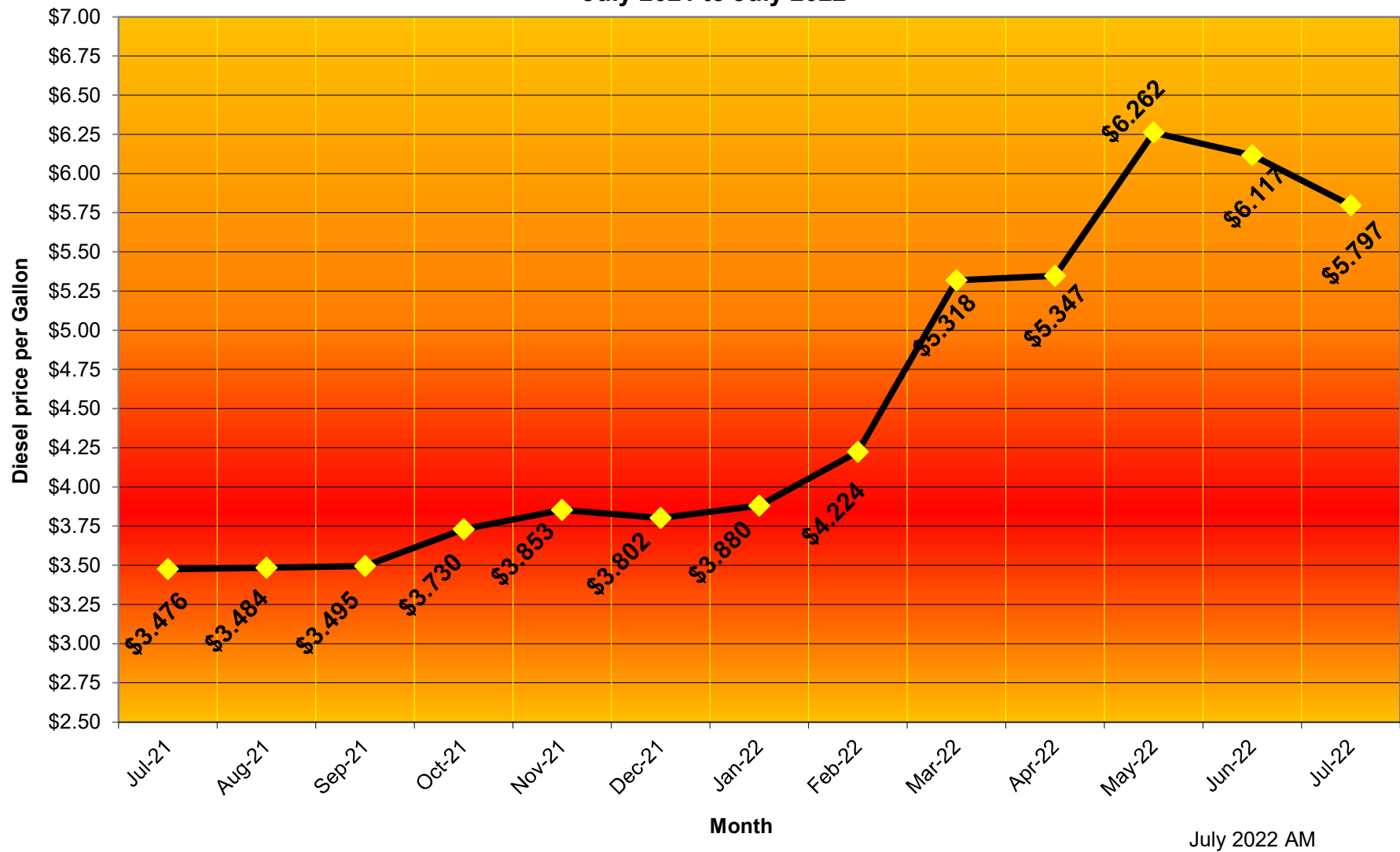
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The prevailing monthly price per gallon for Diesel Fuel as determined by the Administration is as follows:

| <u>MONTH</u> | <u>PRICE</u> |
|--------------|--------------|
| July 2022    | \$5.797      |

|                   |                 |
|-------------------|-----------------|
| cc: Mr. T. Smith  | Ms. S. Barrot   |
| Ms. T. Soos       | Mr. A. Futrell  |
| Mr. S. Wegodapola | Mr. A. Crawford |
| Mr. B. Gilardi    | Mr. G. Hall     |
| Mr. V. Grafton    | Ms. B. Larson   |
| Ms. S. Sumanta    | Ms. C. Robinson |

Maryland State Highway Administration - Office of Construction  
Diesel Fuel Price  
July 2021 to July 2022



The PA will be made when the index price for the month of placement increases or decreases more than 5 percent of the prevailing base index price.

Computations will be as follows:

$$\text{Percent Change} = ((P_p - P_b) / P_b) \times 100$$

$$PA = T \times Q \times ((P_p - (D \times P_b)))$$

Where:

PA= Price Adjustment for the current month

T = Design target asphalt content expressed as a decimal

Q = Quantity of asphalt placed for the current month

Pp = Index price asphalt binder per ton for the month of placement

D = 1.05 for increases over 5 percent; 0.95 for for PG 64-22(PG64S-22) decreases over 5 percent

Pb = Prevailing base index price for PG 64-22 (PG64S-22) asphalt binder per ton

City of Takoma Park

|           |                                    |    |
|-----------|------------------------------------|----|
| \$ 706.67 | July 2022                          | Pp |
| \$ 476.67 | September 2019 (-5%)               | Pb |
| 5.30%     | AC Content in Mix                  | T  |
| 1.05      |                                    | D  |
| \$ 10.93  | AC Content \$/Ton Price Adjustment | PA |
| 8.526     | \$/Ton Diesel Fuel Adjustment      |    |

|           |                                            |
|-----------|--------------------------------------------|
| \$ 97.00  | Unit Price of Asphalt at Time of Bid       |
| \$ 10.93  | AC Adjustment July 2022                    |
| \$ 8.53   | Diesel Fuel Adjustment                     |
| \$ 116.45 | Unit Price of Asphalt at Time of Placement |
| 20.05%    | Percent Change from time of bid            |

**504.03.18 Pavement Profile.** Refer to Section 535 in the Contract Documents.

**504.04 MEASUREMENT AND PAYMENT.**

Asphalt pavement will be measured and paid for at the Contract unit price per ton. The payment will be full compensation for furnishing, hauling, placing all materials including anti-stripping additive, tack coat, control strip, pot hole and spall repairs, setting of lines and grades where specified, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

**Temporary Tie-Ins.** Placement and removal of the temporary tie-in where asphalt is being applied to the traveled way carrying traffic will not be measured but the cost will be incidental to the pertinent asphalt item.

Removal of the existing pavement or structure for the final tie-in will be measured and paid for at the Contract unit price for the pertinent items used. The asphalt for the final tie-in will be measured and paid for at the Contract unit price for the pertinent Asphalt item.

**Adjustments.** Adjustment of existing visible manholes, valve boxes, inlets, or other structures will not be measured but the cost will be incidental to the asphalt item. Adjustment of existing manholes, valve boxes, inlets, or other structures that are encountered below the existing grade will be considered for payment in conformance with GP-4.07.

**Removal of Existing Raised/Recessed Pavement Markers.** Removal of existing raised/recessed pavement markers will not be measured but the cost will be incidental to the asphalt item. Removal of existing raised/recessed pavement markers that are encountered below the existing pavement will be considered for payment in conformance with GP-4.07.

**504.04.01 Price Adjustment for Asphalt Binder.** A Price Adjustment (PA) will be made to provide additional compensation to the Contractor or a credit to the Administration for the fluctuation in the cost of asphalt binder.

For adjustment purposes, the prevailing base index price will be the price specified for PG 64-22 (PG64S-22) at time of bid opening. Cost differentials between PG 64-22 (PG64S-22) and a binder specified shall be included in the price bid per ton for Asphalt. A historical database will be maintained by the Administration.



The PA will be made when the index price for the month of placement increases or decreases more than 5 percent of the prevailing base index price. Computations will be as follows:

$$\text{Percent Change} = ((P_p - P_b) / P_b) \times 100$$

$$PA = T \times Q \times ((P_p - (D \times P_b)))$$

Where:

PA= Price Adjustment for the current month

T = Design target asphalt content expressed as a decimal

Q = Quantity of asphalt placed for the current month

$P_p$  = Index price for PG 64-22(PG64S-22) asphalt binder per ton for the month of placement

D = 1.05 for increases over 5 percent; 0.95 for decreases over 5 percent

$P_b$  = Prevailing base index price for PG 64-22 (PG64S-22) asphalt binder per ton

PA resulting in increased payment to the contractor will be paid under the item Price Adjustment for Asphalt Binder. The item amount will be established by the Administration and shall not be revised by the Contractor. PA resulting in a decreased payment will be deducted from monies owed the Contractor.

**504.04.02 Payment Adjustments for Asphalt Mix and Pavement Density.** Payment adjustments for pavement density will be based on individual subplot core test data for a given lot and the lot average density as specified in this section and Table 504A. Payment reductions for density and for mix will be made by adjusting the payment for Asphalt. Incentive payments will be made using the Contract items for Asphalt Mix and Pavement Density. The item amounts established by the Administration shall not be revised. Payment reductions for density will be waived for portions of the pavement where a poor foundation is determined as the cause for inadequate density.

# NZI CONSTRUCTION CORPORATION

General Contractor

11601 Spruce Ave  
Beltsville MD 20705  
(301)937-8990  
Fax (301) 937-2514

*Certified Minority Contractor*

August 15, 2022

Ms. Daryl Braithwaite  
Director of Public Works  
City of Takoma Park  
31 Oswego Ave  
Takoma Park, MD 20910

Re: Unit Price Increase

The purpose of this letter is a follow up to our meeting on July 21<sup>st</sup>. Enclosed with this letter are four separate cost indexes from the bid date September 2019 to the 2nd Qtr. 2022.

|                                           | 3rd Qtr. 2019 | 2nd Qtr. 2022   | % Change |
|-------------------------------------------|---------------|-----------------|----------|
| Engineering News Record                   | 11311         | 13110.5         | 15.91%   |
| Turner Construction Index                 | 1162          | 1283            | 10.41%   |
| Mortensen Construction Cost Index         | 134.3         | 176.8           | 31.65%   |
| Consumer Price Index Inflation Calculator | 28.75         | 33.17           | 15.37%   |
|                                           |               |                 |          |
|                                           |               | Median Average: | 15.64%   |

I am also including samples of some of our vendor invoices to further demonstrate that this price increase we are requesting is directly related to the staggering and unanticipated cost increases we have faced in the last twelve months.

|                                                              | Date       | Unit Price | Unit | % Increase |
|--------------------------------------------------------------|------------|------------|------|------------|
| Ready Mix Concrete Delivered                                 |            |            |      |            |
|                                                              | 10/15/2021 | \$ 123.99  | cy   |            |
|                                                              | 8/10/2022  | \$ 154.93  | cy   | 24.95%     |
| Asphalt Furnish and Install. Using SHA's website and formula |            |            |      |            |
|                                                              | 9/10/2019  | \$ 97.00   | tn   |            |
|                                                              | 8/1/2022   | \$ 116.45  | tn   | 20.05%     |
| Wire Mesh. Driveway Reinforcement                            |            |            |      |            |
|                                                              | 11/8/2019  | \$ 89.00   | roll |            |
|                                                              | 6/10/2022  | \$ 195.00  | roll | 119.10%    |
| 6" PVC Schedule 40                                           |            |            |      |            |
|                                                              | 3/6/2020   | \$ 5.02    | lf   |            |
|                                                              | 8/12/2022  | \$ 14.31   | lf   | 185.06%    |
| Carroll Fuel On Road Diesel                                  |            |            |      |            |
|                                                              | 9/7/2021   | \$ 2.66    | gal  |            |
|                                                              | 6/22/2022  | \$ 5.18    | gal  | 94.74%     |

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If you have any questions with the above or enclosed feel free to contact me at 301-937-8990 or by email [jnazario@nziconstruction.com](mailto:jnazario@nziconstruction.com)

Sincerely,



Jack Nazario

Enclosure

Cc: File

“A project specific

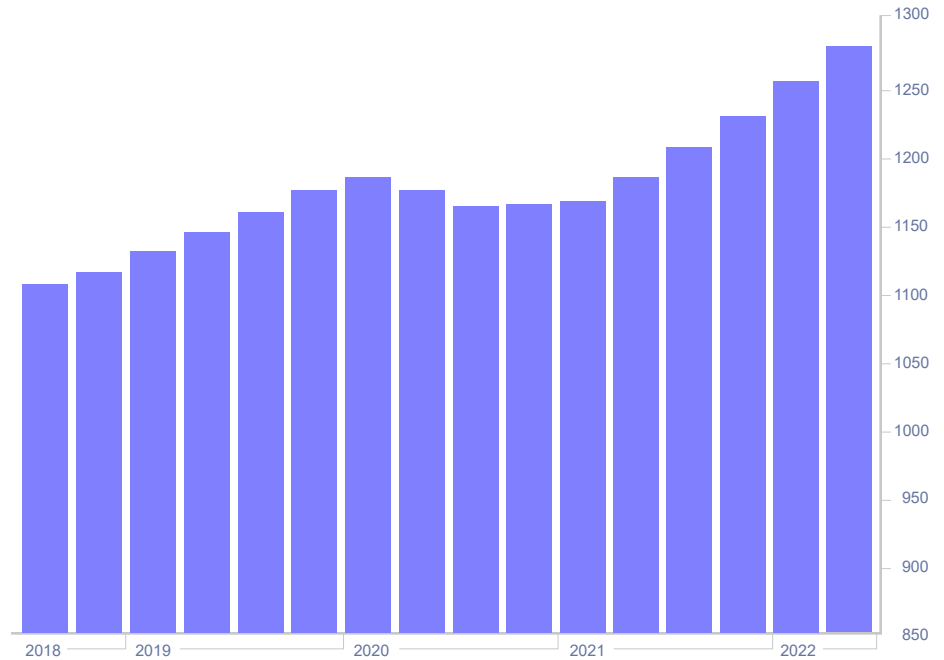
comprehensive procurement

strategy can reduce the risk

of prolonged lead times and

price escalation.”

Attilio Rivetti  
Vice President



TQL Stadium for FC Cincinnati  
Cincinnati, Ohio

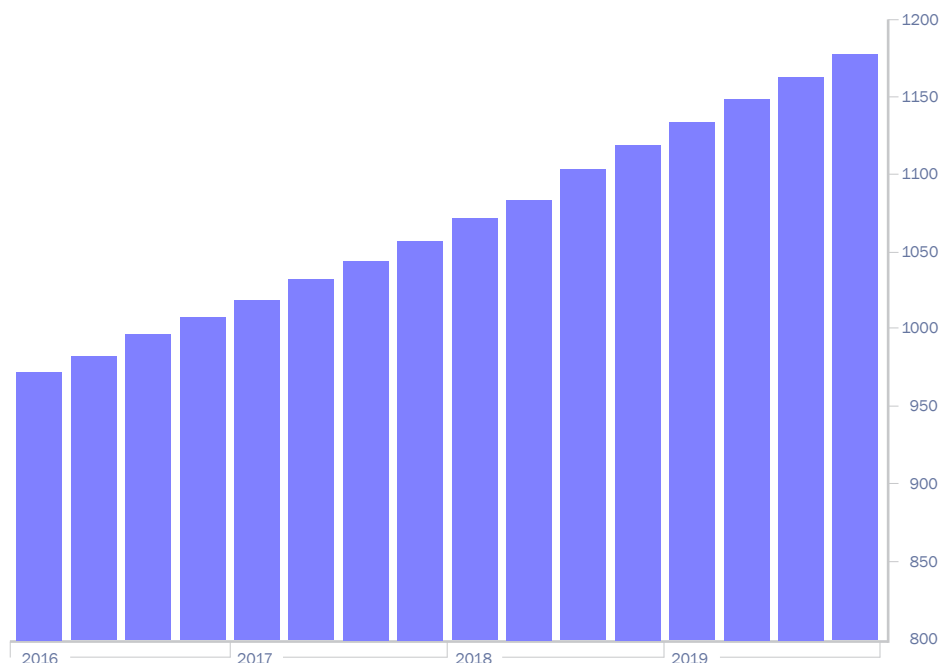
| Quarter          | Index | △%   |
|------------------|-------|------|
| 2nd Quarter 2022 | 1283  | 2.23 |
| 1st Quarter 2022 | 1255  | 2.03 |
| 4th Quarter 2021 | 1230  | 1.91 |
| 3rd Quarter 2021 | 1207  | 1.68 |

| Year | Average Index | △%   |
|------|---------------|------|
| 2021 | 1199          | 1.9  |
| 2020 | 1177          | 1.8  |
| 2019 | 1156          | 5.5  |
| 2018 | 1096          | 5.6  |
| 2017 | 1038          | 5.0  |
| 2016 | 989           | 4.8  |
| 2015 | 943           | 4.5  |
| 2014 | 902           | 4.4  |
| 2013 | 864           | 4.1  |
| 2012 | 830           | 2.1  |
| 2011 | 812           | 1.6  |
| 2010 | 799           | -4.0 |
| 2009 | 832           | -8.4 |

The Turner Building Cost Index is determined by the following factors considered on a nationwide basis: labor rates and productivity, material prices and the competitive condition of the marketplace.

“We continue to see the construction market fairly busy with several large projects starting in the fourth quarter of 2019.”

Attilio Rivetti  
Vice President



Texas Southern University – New Library and Learning Center  
Houston, Texas

| Quarter                 | Index       | △%          |
|-------------------------|-------------|-------------|
| <b>4th Quarter 2019</b> | <b>1177</b> | <b>1.29</b> |
| 3rd Quarter 2019        | 1162        | 1.13        |
| 2nd Quarter 2019        | 1149        | 1.23        |
| 1st Quarter 2019        | 1135        | 1.34        |

| Year | Average Index | △%   |
|------|---------------|------|
| 2019 | 1156          | 5.5  |
| 2018 | 1096          | 5.6  |
| 2017 | 1038          | 5.0  |
| 2016 | 989           | 4.8  |
| 2015 | 943           | 4.5  |
| 2014 | 902           | 4.4  |
| 2013 | 864           | 4.1  |
| 2012 | 830           | 2.1  |
| 2011 | 812           | 1.6  |
| 2010 | 799           | -4.0 |
| 2009 | 832           | -8.4 |
| 2008 | 908           | 6.3  |
| 2007 | 854           | 7.7  |

The Turner Building Cost Index is determined by the following factors considered on a nationwide basis: labor rates and productivity, material prices and the competitive condition of the marketplace.