

Mayor Tracey Furman

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



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

Released: August 11, 2023

**Monday, August 14, 2023
Town Council Meeting, 7:00 pm**

The Town Council Meeting will be held via the Zoom Video Conferencing application only.

The Council Meeting will begin at 7:00 pm. For those wishing to access the meeting through Zoom, please use the following Zoom Video Conferencing link:

<https://us02web.zoom.us/j/88555579656?pwd=WlRNRHJselU2cysycGd4REJjeVdpZz09>

Meeting ID: 885 5557 9656

Password: 547870

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

CALL TO ORDER

MOMENT OF SILENCE

APPROVAL OF MINUTES

Town Organizational Meeting Minutes of July 10, 2023
Town Council Meeting Minutes of July 10, 2023

THE MAYOR AND TOWN COUNCIL

1. Announcements:

- a. Acknowledge that beginning September 2023, Town Council meetings will be moved to the second Wednesday of the month. The September 2023 Council meeting is scheduled for Wednesday, September 13, 2023, beginning at 7:00 pm.
- b. The Council will hold a Work Session on Monday, August 21, 2023, 9:00 am, to discuss amending an existing covenant with the property located at 10401 Connecticut Avenue; and to draft a lease agreement with 10509 Summit Avenue for 48 public parking spaces at the proposed Flats at Knowles Station development project.

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

- i. We anticipate that the Council will close the Work Session in accordance with General Provisions Article §3-305 (b)(1)(ii)(7) to consult with counsel to obtain legal advice.*

THE TOWN MANAGER AND STAFF

1. 10605 Concord Street:

- a. Discuss providing additional comments to Montgomery County's Sign Review Board with regards to the proposed installation of the Holy Cross Health sign at 10605 Concord Street.

2. Town Drill Hall HVAC System:

- a. Discuss options on replacing the HVAC system within the Drill Hall.

ORDINANCES, RESOLUTIONS, AND REGULATIONS

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

1. **Resolution No. R-14-2023** – A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with EMCOR Services Combustioneer for the replacement of two Reznor Duct Heaters within the Drill Hall at the Kensington Town Hall.
 - a. *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

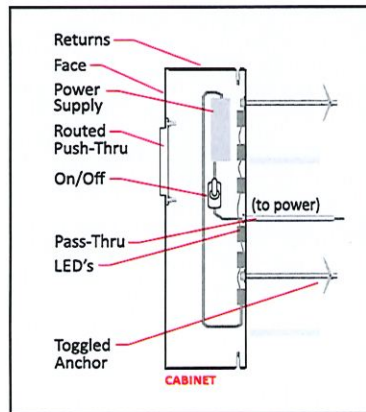
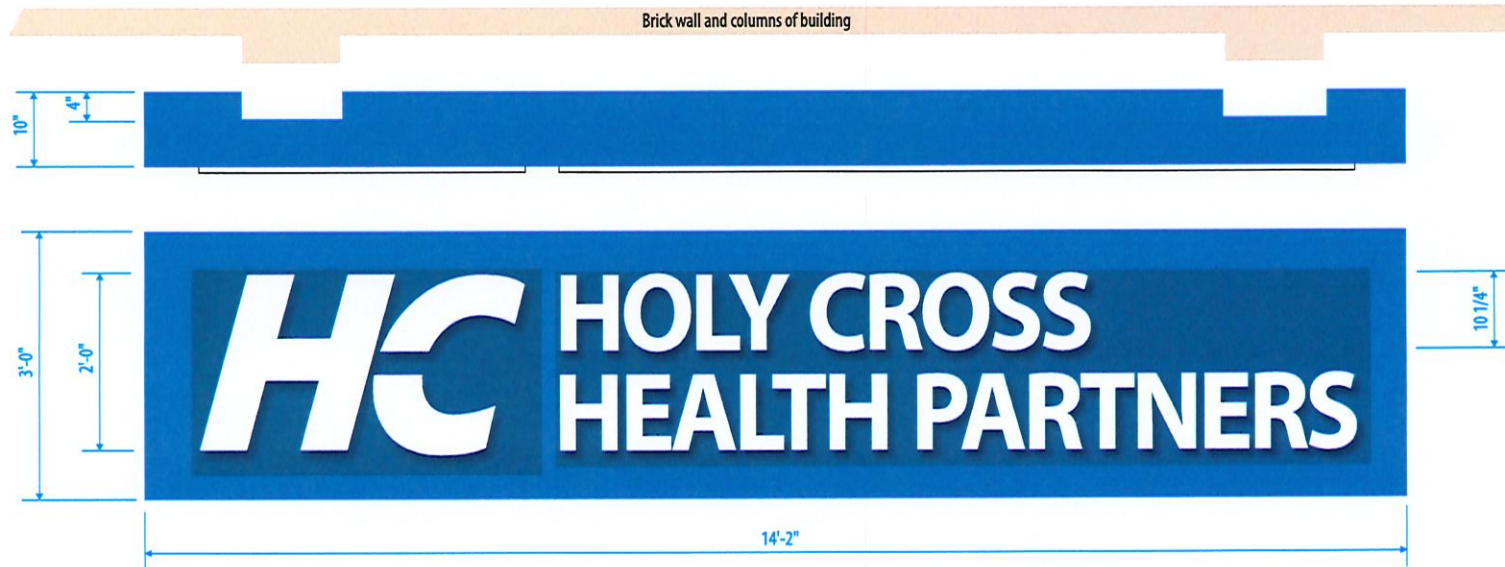
(The Mayor and Council may move to close the meeting and may move to reopen the meeting)

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

Council Work Session: Monday, August 21, 2023, 9:00 am

Council Meeting: Wednesday, September 13, 2023, 7:00 pm

General Estimating Details.



LED Illum Cabinet with Routed Push-Thru Acrylic Text

CABINET FACE & RETURNS: .125 aluminum, painted to match HC specified blue

CABINET DEPTH: 10", flush mounted to brick wall

ACRYLIC LETTERS: .750 white acrylic routed to fit face as routed push-thru (see detail)

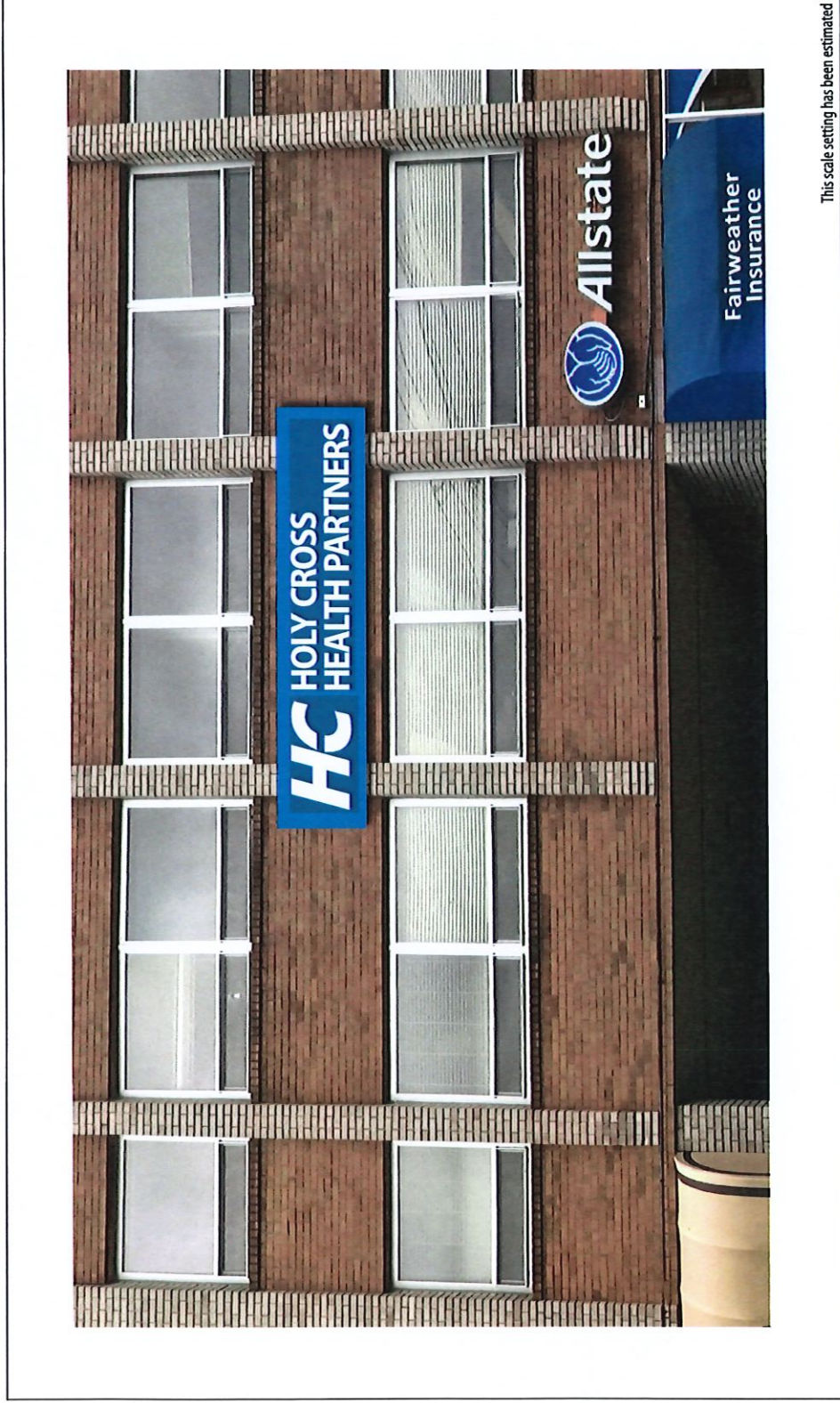
ILLUMINATION: White LED's internally contained within cabinet, servicable via top or bottom access panels for removal of LED's on a slide-out panel

POWER: Power is self-contained within each cabinet, 5' whip for power out required

MOUNTING: Attach to brick wall via best practices, fasteners and method for secure placement

DO NOT FABRICATE FROM THIS FILE - FOR ESTIMATING PURPOSES ONLY

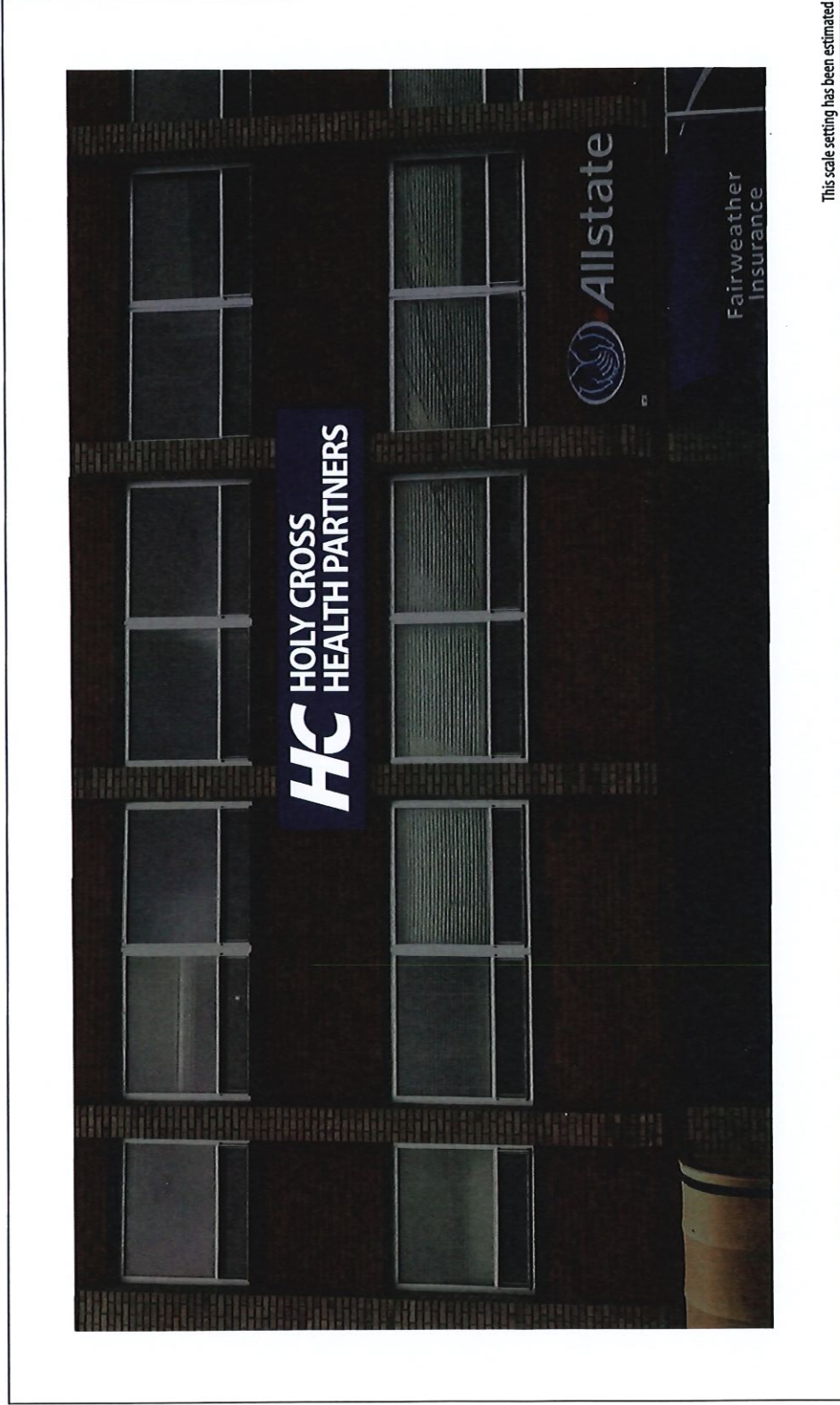
Estimated Placement Illustration.



Note: Due to the distorted photo, the scale is not 100% accurate, it has a margin of error of 10%.

A full site survey of the building, such as the distance between pillars is required to verify cabinet size prior to fabrication.

Night View Illustration



Note: Due to the distorted photo, the scale is not 100% accurate, it has a margin of error of 10%.
A full site survey of the building, such as the distance between pillars is required to verify cabinet size prior to fabrication.

Resolution No. R-14-2023
Adopted:

A Resolution of the Mayor and Council of the Town of Kensington Authorizing a Contract with EMCOR Services Combustioneer for the replacement of two Reznor Duct Heaters within the Drill Hall at the Kensington Town Hall.

WHEREAS, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing and Contracts", Section 2-404, "Awarding of Bids", the Council may decide by an extra-majority vote (defined as one more than a majority of those present and voting) to authorize the bypassing of any or all bid procedure steps in cases which, in the Council's judgment, warrant such action; and

WHEREAS, the Town requested a proposal from EMCOR Services Combustioneer for the replacement of two Reznor Duct Heaters within the Drill Hall at the Kensington Town Hall; and

WHEREAS, EMCOR Services Combustioneer provided a Contract proposal to the Town for the replacement of two Reznor Duct Heaters (EXHIBIT A); and

WHEREAS, the Mayor and Council have determined that it is in the public interest to authorize the Town Manager to accept the proposal from EMCOR Services Combustioneer for the contract price of \$53,107.00, on the terms and conditions as set out in the proposal.

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 accept the proposal with a contract price not to exceed \$53,107.00, with EMCOR Services Combustioneer.

Adopted by the Town Council this 14th day of August, 2023.

Effective this 14th day of August, 2023.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

July 19, 2023

Town of Kensington
3710 Mitchell Street
Kensington, MD 20895

Attn.: Matt Hoffman

Reference: Qty-2-Reznor Duct heater Replacement (400 MBH) 12 Month (18 month from Shipment) Warranty

Emcor Services Combustioneer is pleased to provide you with our proposal to provide labor, materials and equipment for the HVAC system(s) at the aforementioned building.

HVAC SCOPE OF WORK:

- Remove and properly dispose of gas duct furnace.
- Provide and install two new Reznor HSC-400 duct heater.
- Provide necessary mounting hardware required for the equipment being installed.
- Fabricate and install necessary sheet metal transitions required for proper connection of new unit.
- Provide necessary rigging and trucking of removed and new equipment to and from the project site.
- Reconnect existing electrical and gas to new units.
- Provide new Thermostat.
- Daily removal of debris generated by Combustioneer personnel.
- Equipment check, test and start up by Combustioneer technicians.
- One-year warranty on all Combustioneer supplied materials and labor.

Total Price to perform the above **HVAC** Scope of Work will be **\$53,107.00.**

Lead Time 4-5 weeks, Build Time is 3-4 weeks

EXCLUSIONS/CLARIFICATIONS:

- This proposal (and price) is valid for thirty (30) days after the date of creation listed on page 1.
- Any additional component failure or system issues found will be quoted.
- All work shall be performed during normal business hours, unless otherwise indicated in the proposal.
- Excludes; Loss of time due to existing valves not holding, cleaning tubes, anything not included in scope.
- Lead time for the new gaskets is approximately 4-6 days.
- This proposal, including but not limited to pricing and schedule, is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus. This proposal is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract/subcontract, that any (i) schedule issues (including, but not limited to, delay, acceleration, compression, interference, hindrance), (ii) overtime hours or added resources to perform work, (iii) shortages (whether as to labor, subcontracted services, materials, or supplies), (iv) change orders, extra work, or extra costs, or (v) inefficiency and impacts relating to the foregoing, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to a change order equitably addressing impacts to its time for performance and cost.

Payment Schedule	
Percentage of Payment Due	Project Milestone
10%	Agreement Commencement
40%	Material Ordering
50%	Progress Payments

As always, Combustioneer Corporation is pleased to have the opportunity to furnish quotations for all your projects.

Sincerely,
Bill Moran
Account Manager

ACCEPTANCE OF QUOTATION

Town of Kensington

Date

TERMS AND CONDITIONS

1. Contractor will perform the services ("Services") set forth in the attached proposal ("Proposal").
2. Contractor will perform the Services during normal working hours, Monday through Friday, from 8 AM to 5PM, unless specified otherwise in writing by Contractor. If Customer requests that Contractor provide Services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
3. If Contractor determines that other work beyond the Services is required, such work shall not constitute a part of the Services, and Contractor will provide Customer with a quotation for such work.
4. Customer agrees to (i) provide safe and reasonable access, and any other assistance as is reasonably necessary, so that Contractor can perform the Services and (ii) remove and replace/refinish any part of the work site that must be disturbed so Contractor can perform the Services.
5. Contractor shall not perform any service that concerns hazardous materials, and shall have no responsibility for remediation, accumulation, storage, transportation, or disposal of any hazardous materials generated by Customer or present at the work site.
6. Contractor shall not be required to perform any Services where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage.
7. Customer agrees to pay Contractor the lump sum or time and materials rates set forth in the Proposal, and all excise, sales, use, occupation or other similar taxes connected with Contractor's performance of the Services.
8. Customer's payment is due net 30 days from date of invoice, and late payment to Contractor shall be subject to interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law. Contractor may cease providing Services, including warranty services, if Customer fails to make any payment that is due and owing.
9. Materials provided will be free from defects for one (1) year from the date of the Services or to the extent of the manufacturer's warranty, whichever the lesser. Workmanship provided will be good and of a workman-like standard for

sixty (60) days from the date of the Services. During the applicable warranty period, Contractor promptly shall repair or replace, at its sole option and at its own expense, any defective materials or workmanship during normal working hours (for defective materials, Contractor only will provide (i) warranty coverage to the extent that Contractor is able to enforce liability against the manufacturer and (ii) necessary labor at its own expense for sixty (60) days from the date of the Service and during normal working hours). Customer's sole and exclusive warranty is the repair or replacement set forth herein. If Customer requests that Contractor provide warranty services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.

10. Contractor's warranty applies only to materials and workmanship furnished by Contractor. Contractor's warranty shall be null and void if (i) Customer fails properly to operate and maintain equipment and/or the system for which Services were provided, (ii) acts of vandalism or other alterations or modifications occur that affect the equipment and/or the system for which Services were provided, or (ii) Customer subsequently has another contractor provide goods or services that affect to the Services.

11. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the reasonable control of Contractor.

12. Contractor is not responsible for equipment and/or system design deficiencies, obsolete equipment or systems, equipment or systems beyond serviceable life, or electrical failures, and Customer shall remain obligated to pay for Services if the Proposal properly was performed but the Services do not remedy the condition giving rise to the Proposal because of the foregoing.

13. Contractor shall not be liable for operation of any equipment or system, nor for injury to person or damage to property, except to the extent such injury or damage is caused by the negligent acts or omissions of Contractor, and only to the proportionate extent of Contractor's negligence.

14. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.

15. In no event shall Contractor's aggregate liability to Customer exceed an amount that is the lesser of (i) the amount of the Proposal or (ii) the cost to Contractor to repair or replace the item giving rise to the claim.

16. This Proposal shall be governed by the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions. Any action concerning the subject matter of this Proposal shall be commenced in the State court of such State, which shall have exclusive jurisdiction over such action. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.

17. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.

18. By signing the Proposal, Customer authorizes Contractor to perform the Services and agrees to these Terms And Conditions and those set forth in the Proposal. Customer further agrees that the Proposal and these Terms And Conditions constitute the parties' entire agreement, and any other documents generated or provided by Customer are intended only to create payment authority for Customer's internal purposes. No such Customer documents shall form a part of this agreement, or constitute a counteroffer, amendment, modification, or revision, and hereby are rejected by Contractor.