Resolution No. R-14-2026
Adopted: October 21, 2026

A Resolution of the Mayor and Council of the Town of Kensington Authorizing the Town Manager to accept the proposal from ACM Services for the Abatement of 10415 Montgomery Avenue.

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

Whereas, pursuant to Chapter II, "Government and Administration", Article 4, "Purchasing Contracts", Subsection 2-403, "Exceptions", items, services, and materials not more than $30,000 in value may be purchased by negotiation at the direction and recommendation of the Town Manager; and

Whereas, the Town requested a proposal from ACM Services for the asbestos abatement of 10415 Montgomery Avenue; and

Whereas, ACM Services provided a proposal, detailed within Exhibit A, for a total sum of $22,490; and

Whereas, the Town Manager is recommending that the Mayor and Council accept the proposal from ACM Services for an amount not to exceed $26,000.

Now, Therefore, Be It Resolved by the Mayor and Council of the Town of Kensington that the Town Manager be and is hereby authorized to accept the contract proposal from ACM Services for the scope and services detailed within Exhibit A for an amount not to exceed $26,000, subject to review by the Town Attorney.

ADOPTED by the Town Council of Kensington, Maryland, at the regular public meeting assembled on the 21st day of October, 2026.

EFFECTIVE the 21st day of October, 2026.

ATTEST: **TOWN OF KENSINGTON, MARYLAND**

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

Tracey C. Furman, Mayor

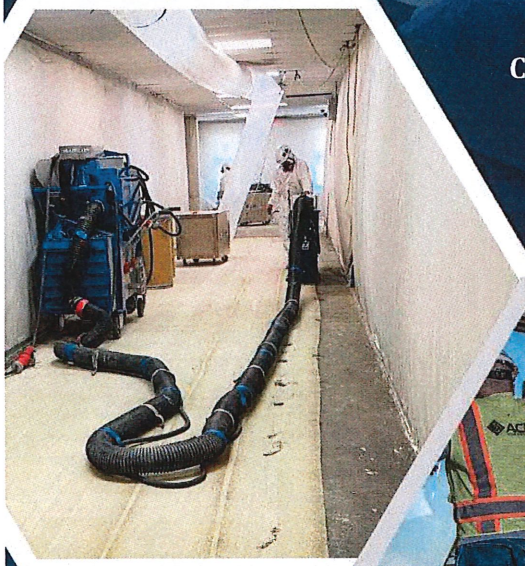
EXHIBIT A

ACM SERVICES, INC.

Proposal for Asbestos Abatement and Hazardous Material Removal - 10415 Montgomery Avenue

Client: Town of Kensington

ACM Job# MD45860JM







ABOUT US

ACM Services, Inc. is a leader in environmental abatement remediation and demolition, with over three decades of experience delivering safe, efficient, and specialized solutions.

PROPOSAL

This proposal outlines ACM's commercial environmental solutions, including asbestos and lead abatement and mold remediation. Our experienced team ensures safe, efficient removal of hazardous materials.

301-230-2822
12022 Parklawn Drive
www.acmservices.com

Client: Town of Kensington
Recipient: Alex Marini
ACM Job# MD45860JM
Friday, October 2, 2026

Proposal for Asbestos Abatement - 10415 Montgomery Avenue

Address: 10415 Montgomery Avenue, Kensington, MD 20895

SCOPE OF WORK

Asbestos:
Removal and disposal of the following building materials:

Table 1: Identified Asbestos-Containing Materials

Description	Location	Approximate Quantity	NESHAP Category
Wood Fire Door Insulation	HVAC Closet Door	1 – Door	Friable ACM
Joint Compound on Drywall	Throughout Interior Walls & Ceilings	1,660 SF	Friable ACM
Black Floor Tile Mastic	Throughout Floor Underneath 12"x12" Floor Tile	600 SF	Category I – Non-Friable ACM
12"x12" White with Gray Specks Floor Tile (Contaminated by Black Floor Tile Mastic	Throughout Floor	600 SF	Category I – Non-Friable ACM
Window System Caulk/Glazing	Perimeter Walls	4 @ 3'x8' Windows 2 – 1.5'x8' Windows 2 – 3'x3' Windows 1 – 3'x5' Window 6 – 6.5'x8' Windows	Category II – Non-Friable ACM
Roofing Sealant on Rooftop HVAC Ductwork & Vent Pipes	Middle Roof Area	100 SF	Category I – Non-Friable ACM

Hazardous Materials and Universal Wastes
Removal and disposal of the following building materials:

- 20 fluorescent tubes
- 9 high intensity discharge lamps
- 3 suspect mercury containing light tubes
- 2 cathode ray tubes (older television monitors)
- 1 emergency light fixture
- 2 battery pack
- 3 standalone batteries
- 2 fire extinguishers
- 2 paint cans and other cleaning chemicals

Refrigerant Recovery
Removal and disposal of the following building materials:

- HVAC System (R-410A)
- Refrigerator

ACM Services to provide temporary power and bathrooms for the duration of the work.

Project will require 4 days to complete. *After completion of this project a report containing important documentation including licenses, waste manifests, and air monitoring results, when applicable, will be sent to you for your record.*

ASBESTOS ABATMENT PROCEDURES

- Seal All Critical Barriers (Door, Windows, HVAC, Through Wall Penetrations) Within the Work Area (WA)
- Isolate Ingress/Egress to the WA via Decontamination Chambers
- Place the WA Under Negative Pressure via HEPA Air Filtration Devices
- Remove Asbestos Containing Materials as Listed Above
- Double Bag, Seal, and Wipe Clean All Waste Prior to Removal From the WA
- Perform Final Cleaning Procedures via HEPA Vacuuming and Wet Wiping
- Remove Containment Barriers and Equipment After Passing PCM Air Samples

COST ESTIMATE

Total Project Cost - $ 22,490.00

This proposal is valid for 10 days after which time ACM Services, Inc. reserves the right to change or modify any price, condition, or service offered. ACM Services, Inc. reserves the right to modify this proposal based on any escalated labor and material costs as realized from the date of this proposal. ***If payment is made via credit card, a 3% surcharge will be applied to the total project cost.***

QUALIFICATIONS

- *Owner/GC to provide spot for dumpster.*
- *Owner/GC to provide parking for ACM Services 16' Box Truck.*
- *Normal Working Hours between 7:00am and 3:30pm Monday through Friday.*
- *Project will require a ten (10) day notification to Maryland Department of the Environment (MDE)*

EXCLUSIONS

- Unforeseen conditions
- Wage scale
- Unidentified/unspecified asbestos-containing materials
- Unidentified/unspecified lead or other hazardous material removal and disposal
- Moving/storing of F.F.E and other loose items
- Protection of owner or other trades items, work, or materials.
- Cut, Cap, make safe, marking, and/or disconnects
- Temporary utilities
- Temporary protection
- Hard construction barriers
- Selective demolition for access
- Replacing or repairing removed materials
- Patching or preparing surfaces to receive new finishes
- Painting
- Repairs to paint, wallpaper, or any other finished surface damage due to containment or protection construction. This also includes removal of glue, tape residue, and / or the preparation of substrates
- U.S. Citizen Only Requirements
- Security clearances
- Escorts for access
- Payment and Performance Bonds
- Any work or items not specifically defined in the above scope of work.

INSURANCE

Unless otherwise agreed, this cost estimate includes ACM Services, Inc. standard insurance coverage: One million general liability with asbestos, lead and XCU inclusions, One million auto, and One million workmen's compensation.

TERMS

General: This Bid/Proposal is contingent upon the understanding that when accepted, these Terms and Conditions shall become part of any formal written agreement between ACM Services, Inc. ("ACM") and the Client. ACM's obligations shall be expressly limited to the labor and materials set forth in its Proposal. ACM shall not be responsible for any other obligations not expressly required to complete its specific scope of Work. Client acknowledges and agrees that it shall have no right to rely upon this Proposal or any part thereof for any reason unless it has accepted the same by executing said Proposal without altering or editing the same within the time limit set forth in the Proposal.

Performance of the Work: ACM shall use its best care, skill and diligence during the performance of the Work. Notwithstanding any higher standard stated elsewhere, ACM's Work shall be executed in substantial compliance with the plans and specifications in a good and workmanlike manner and free of defect not inherent in the type of work. Unless otherwise specified herein, ACM shall provide all labor, materials, and equipment necessary for the proper execution and completion of the Work and shall have the unilateral discretion to utilize the means and methods it deems appropriate to complete the Work. Client may reject ACM's Work only for demonstrated noncompliance with the plans and specifications and only if the Architect / Engineer concurs that the work rendered pursuant hereto is unacceptable. Any examination of the site required by the agreement shall be deemed a reasonable, visual investigation only, and ACM shall not be held liable for any latent or hidden site conditions contained in any surface or substrate upon which ACM is required to perform its Work, or for any latent defects and/or omissions set forth in the Contract Documents.

Payment Terms: Notwithstanding any other provision or condition precedent for payment in any other agreement, the payment provisions contained therein, including ACM's rights to payment for any and all claims, losses, and damages for delay or any other causes, shall be construed as only establishing a reasonable time for payment to ACM, which reasonable time shall not exceed forty-five (45) days from invoice date. ACM's entitlement and right to payment from Client shall not be contingent upon Client's receipt of payment from Owner. ACM does not bear the risk of Owner nonpayment due to Owner becoming insolvent or for any other reason not attributable to ACM's performance of its Work under the agreement. This proposal excludes retainage. Retainage on sums owed to ACM shall be allowed but only as withheld by Owner and not to exceed 5%, further reduced to 2.5% at 75% completion. No retainage shall be allowed on trucking, waste or debris transport and disposal, or monitoring and testing components of ACM's Work. All retainage shall be due and released to ACM upon ACM's substantial completion, no later than 60 Days from ACM's last day worked on the project. Any monies not paid when due shall bear interest at the rate of 1.5% per month (18% per annum) from the date payment is otherwise due and until said payment is received by ACM. In the event an attorney is required to facilitate the collection of any unpaid monies, all costs incidental to the collection or dispute, including any attorney's fees incurred as a result of the collection or dispute, expert witness fees, and consultants' fees, shall be added to any unpaid balance owed to ACM. In the event of nonpayment when due, ACM reserves the right to stop work upon five (5) days written notice to Client. Final payment to ACM shall become due and owing upon final inspection and acceptance of ACM's Work. After final inspection, ACM shall have no further obligation relating to the Work except for the warranty provisions set forth herein. Nothing in this paragraph shall be construed as a limitation of the right of ACM to pursue all available equitable and legal remedies against Client in the event of nonpayment.

Changes/Back Charges: Any additions to or deviations from the Work, ACM's repair of damage to the Work caused by others, or any labor performed outside of ACM's regular working hours shall be compensated on a time and material basis and ACM shall be entitled to a reasonable mark-up of not less than 15% on any changed work. If Client or any of its site personnel, agents or representatives directs ACM to perform work in writing (including, but not limited to, by e-mail) such direction shall obligate Client to compensate ACM upon completion of the directed work as indicated. Client acknowledges full responsibility to timely pay for all changes including changes initiated by the Owner or Client's customer not later than forty-five (45) days of invoice. Client acknowledges that no back charge shall be valid unless Client provides ACM prior written notice and an opportunity to cure before incurring any costs chargeable to ACM. Client acknowledges that its right to set-off or back charge against ACM is expressly conditioned upon Client's provision of the aforementioned written notice and an opportunity to cure of no less than five (5) working days (except in the case of an emergency situation involving immediate threat to life or property for which inaction would result in greater damage).

Force Majeure/Delays: Fires, floods, strikes, lockouts, epidemics, accidents, shortages or other causes beyond the reasonable control of the parties, which prevent ACM from performing its Work, shall suspend construction until the cause is removed. ACM shall not be responsible for any damage or delay to the Work resulting from the aforementioned causes. In the event ACM is delayed, hindered, impacted, disrupted or otherwise interfered with during the performance of its Work under the agreement as a result of the actions or inactions of the Client, its Contractors, its Subcontractors, or anyone else for whom the Client is responsible, ACM shall be entitled to all costs, damages and expenses incurred as a result of any such delay, hindrance, impact, disruption or interference, including an increase in time for performance. ACM shall provide written notice of any claims within twenty-one (21) days of its actual knowledge of the event giving rise to the claim.

In the event any such occurrence is a result of the actions or inactions of the Owner, ACM agrees to submit such claims for additional cost and/or time to the Client pursuant to the provisions of the contract documents if and only if such documents are provided to ACM prior to commencement and subject to ACM's review and acceptance thereof. Notwithstanding anything to the contrary, ACM shall not be liable to Client for liquidated damages unless ACM expressly agrees to such, liquidated damages are actually assessed by the Owner against Client, and ACM was the cause of Critical Path delay producing the liquidated damage assessment.

Warranty: ACM shall warrant its labor for a period of one (1) year after substantial completion of the Work described herein. ACM shall not be responsible for any consequential or similar damages, direct or indirect, arising under its Proposal or any agreement arising therefrom. ACM shall have the right to cure any defects or deficiencies prior to the recovery of any damages by Client as set forth herein. THE WARRANTIES STATED HEREIN SHALL BE LIMITED AND EXCLUSIVE AND ACM MAKES NO FURTHER EXPRESS OR IMPLIED WARRANTIES RELATING TO THE WORK. ACM shall not be responsible for any pre-existing conditions in any way involving the Work, unless otherwise specified.

Dispute Resolution: Any controversy or claim between ACM and the Client arising out of, or related to, the work included in its Proposal, or the breach any agreement arising therefrom, shall be settled by direct meeting of the parties' senior executives, then by mediation, and then by arbitration or litigation. If arbitration is elected, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect; otherwise, any dispute, claim or controversy shall be settled by formal litigation and shall be held in Montgomery County, Maryland. Any dispute resolution process contained in a contract arising from ACM's proposal shall not be deemed a limitation of the rights or remedies that ACM may have under Federal or State laws, mechanic's lien laws, or under applicable labor or material payment bonds. Should ACM employ an attorney to institute suit or demand arbitration to enforce any of the provisions of any agreement or to protect its interests in any manner arising under the same, ACM shall be entitled to recover from Client reasonable attorneys' fees, expert witness, consultants' fees, costs, charges, and expenses expended or incurred by ACM.

Governing Law and Venue: Any controversy or claim between ACM and the Client arising out of, or related to, this agreement shall be construed and interpreted in accordance with the laws of the State of the place of the Project without regard to its choice of law provisions. Any litigation arising from or related to the work arising from this Proposal or the interpretation or operation of any term included herein shall be resolved solely in state or federal courts located in the State of Maryland. ACM and the Client hereby consent to, elect, and waive any objection to the laying of jurisdiction and venue in such courts in the event of litigation under or relating to this agreement. ACM and Client WAIVE ALL RIGHTS TO JURY TRIAL IN ANY LITIGATION RELATED TO THIS PROPOSAL OR ANY AGREEMENT ARISING THEREFROM.

Indemnity/Insurance: The indemnity obligation of ACM under any agreement shall be limited to the portion of any claims, damages or losses on the Project caused solely by a negligent act or omission on the part of ACM, any of its subcontractors, employees, agents or representatives or any other person for whom ACM is liable. Any requirement of additional insured coverage shall be limited to Client and Owner, and respond only to losses arising out of a negligent act or omission on the part of ACM, any of its subcontractors, employees, agents or representatives or any other person for whom ACM is liable.

Releases/Waivers: Any form language or contract language wherein ACM purports to release the Client or any other person or entity is hereby qualified by the following language whether or not ACM specifically adds the language: "This release shall apply only to work for which payment has been received in full by ACM; shall not apply to retainage, unbilled changes or to accrued claims; and shall be conditional upon receipt of funds to ACM's account."

Miscellaneous: In the event of a significant price increase of material, fuel or consumables occurring after the execution of any agreement through no fault of ACM, the Subcontract Sum shall be adjusted by change order to reflect the price increase. A change in price of an item of material shall be considered significant when the price of an item increases five percent (5%) between the date of the Subcontract and the date that the labor and materials are furnished to the Project. ACM shall not be responsible for the unavailability of supplies/materials or for any delays or delay damages caused by said unavailability of supplies/materials when the shortage is caused by an event beyond ACM's control. (i.e. suppliers run out of the supplies/materials needed for the job and ACM is unable to purchase the materials needed to proceed with the work.)

ACM shall not be liable for consequential, special, or any other indirect damages in connection with the Project, including claims for lost profits, lost sales, lost rents, lost financing, lost opportunities and home office overhead costs. Claims for consequential damages which are covered by liability, builder's risk, or other insurance coverages provided in connection with the Project are exempt from this provision.

ACM's proposal terms constitutes the base understanding between the parties and binds them, their successors, heirs and assigns. Any alteration or modification thereof shall be effective only if in writing and signed by ACM and Client. If one or more of the provisions of these Terms and Conditions shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions herein shall in no way be affected or impaired. No alterations or modifications of these terms will be valid without written acceptance by an ACM authorized person at the time that the Proposal is accepted. It is expressly understood that these Terms and Conditions shall prevail in any conflict between any other subsequent agreement proposed by Client except to the extent expressly agreed to by ACM. Client recognizes and acknowledges that ACM's bid is expressly based and conditioned upon these Terms and Conditions. Modifications to these Terms and Conditions will result in adjustment by ACM of its Bid/Proposal.

We appreciate your selection of ACM Services, Inc. to provide this offer, and we look forward to working with you and your staff. If you have any questions or require further assistance, please do not hesitate to call.

Please indicate your acceptance of the above terms, insurance, and the extent of this project by signing in the space provided below and returning a copy to ACM Services, Inc.

Sincerely yours,
ACM Services, Inc.

John McGraw

John McGraw
Senior Project Manager / Estimator

By Alex Marini
Name and
Title Acting Town Manager
Date October 22, 2026

ACM Services, Inc.

By_____
Name and
Title_____
Date_____

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