

**Town of Montreat
Board of Commissioners
Town Council Meeting
September 13, 2018 – 7:00 p.m.
Walkup Building**

I. Call to Order

- Pledge of Allegiance
- Moment of Silence

II. Agenda Adoption

III. Mayor's Communications

IV. Presentations & Reports

- A. Tropical Storm Alberto Storm Damage and FEMA Update

V. Consent Agenda

- A. Meeting Minutes Adoption
 - August 17, 2018 Special Meeting Minutes
 - August 20, 2018 Special Meeting Minutes
 - August 27, 2018 Special Meeting Minutes

All items on the Consent Agenda are considered routine, to be enacted by one motion with the adoption of the agenda and without discussion. If a member of the governing body requests discussion of an item, it will be removed from the Consent Agenda and considered separately.

VI. Town Administrator's Communications

- Consent Agenda Review
- Capital Projects Update
- Other Items

VII. Administrative Reports

- Administration
- Planning and Zoning
- Police
- Public Works and Water
- Sanitation
- Streets

VIII. Public Comment – Agenda Items

Public comments will be heard during this period for only those items listed on the meeting agenda.

IX. Old Business

A. Texas Road Bridge Conversion: Discussion with Possible Action

X. New Business

A. Contract Approval: Providence Terrace Culvert and Road Repair

(Documents and Motion Pending)

B. Contract Approval: Texas Road Water Line Replacement and Liquid Chlorine Conversion

- Suggested Motion: Move to Ratify Contract with Civil Design Concepts, P.A. for Design Services for Texas Road Water System Improvements the Amount of \$9,000 as Presented.

C. Appointment of David Holcomb to the Planning Zoning Commission

- Suggested Motion: Move to Appoint David Holcombe to the Planning and Zoning Commission for a three year term to begin on September 17, 2018.

D. Referral of Creekside Zoning Request to the Planning and Zoning Commission

- Suggested Motion: To direct the Planning and Zoning Commission to review a potential zoning of properties annexed into the Town of Montreat on June 30, 2018, at the intersection of Montreat Road and Rainbow Terrace, from Town of Black Mountain zoning designation to (I/R) Institutional/Residential for conformity with the Comprehensive Plan and other developmental regulations as necessary.

XI. Public Comment – Other Topics

Public comments will be heard during this period for other public business items or topics not listed on the meeting agenda.

XII. Commissioner Communications

XIII. Meeting Dates

**Montreat Board of Commissioners
Town Council Meeting
August 9, 2018**

9:30 a.m. Town Services Building
96 Rainbow Terrace

Montreat Landcare:

Wednesday, October 3, 2018
9:00 a.m. Allan Building

October Town Council Meeting:

Thursday, October 11, 2018
7:00 p.m. Walkup Building
Public Forum begins at 6:30 p.m.

IV. Closed Session

- Suggested Motion: To Enter Into Closed Session in Accordance with NCGS §143-318.11(6) for Discussion of a Personnel Matter.

V. Adjournment

Town of Montreat
Board of Commissioners
Town Council Meeting
August 16, 2018
Walkup Building

Board members present: Mayor Tim Helms
Mayor Pro Tem Kent Otto
Commissioner Kitty Fouche
Commissioner Tom Widmer

Board members absent: Commissioner Bill Gilliland
Commissioner Alice Lentz

Town staff present: Alex Carmichael, Town Administrator
Tee Anderson

Three members of the public were also present. Mayor Helms called the meeting to order at 4:00 p.m., and held a moment of silence. Before the agenda approval, Mr. Carmichael introduced Ms. Anderson as a temporary staff member who will fill in for Angie Murphy, Town Clerk during her absence.

Agenda Approval

Mayor Helms explained that the purpose of this meeting is to view the Town Hall Design-Build submissions and assign a grade of "Pass" or "Fail" in regards to the Request for Qualifications (RFQ) submission requirements. Commissioner Widmer moved to adopt that the agenda would exclude the Qualitative Scoring Review, stating that this portion of the agenda would commence at the following meeting August 20, 2018. The motion was seconded by Commissioner Fouche, and carried 3/0.

Public Comment

None.

Old Business

There was no Old Business at this time.

New Business

New business commenced with the opening of the Town Hall Design-Build Project submissions. Mr. Carmichael explained the bidding process and State statute requirements. There must be a minimum of three submittals for the project. Initially, the town did not meet the minimum required number of submissions and had to re-advertise. Following re-advertisement, the Town received an additional two submissions, resulting in a total of four submissions. Mr. Carmichael explained that the submissions would be opened and considered for the pass/fail

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review during this meeting, while the following meetings (August 20 and 27, 2018) will be designated for the scoring process and the interview process respectively.

Mr. Carmichael explained the pass/fail scoring sheets as they pertain to the required documents that were to be included with each submission: Introduction, Legal and Financial, Bonding Capacity, and References. The meeting on this day would only be used to determine if each submission will Pass or Fail depending upon the inclusion of the aforementioned items. The qualitative review will be conducted at the next meeting on August 20, 2018. The qualitative review consists of four sections that will be scored on Personnel Experience, Organizational Structure, Project Understanding, and Portfolio. The scores will be averaged between the Commissioners and following the interview process, the top three submissions will be ranked according to state statutes. The Town will enter into negotiations with the first choice; if no agreement is finalized, the second and third choices will follow in the negotiation process.

Mr. Carmichael opened the first bid proposal package (Sineath Construction, Inc. in partnership with Hurt Architecture) and dispersed copies to each commissioner present. The Commission voted unanimously that Sineath Construction, Inc. has passed the first phase and will continue in the bidding process.

Mr. Carmichael opened the second proposal package (Omega Development, LLC of Aberdeen, NC.) The Commission noted that not all the required documents were present in the proposal package; therefore, Omega Development, LLC did not pass the first round of scoring and would not be eligible to complete the bidding process.

At 4:30, Mayor Helms excused himself for another engagement, and Mayor Pro Tem Kent Otto assumed the duties of officiating the meeting.

Mr. Carmichael opened the third submission (H & M Constructors, Asheville, NC.) The Commission voted unanimously that H & M Constructors passed the first phase and would continue in the bidding process.

Mr. Carmichael opened the fourth submission (Frank L. Blum Construction Company of Asheville, NC.) The Commission voted unanimously that Frank L. Blum Construction Company passed the first phase and would continue in the bidding process.

Commissioner Fouche moved to certify that Sineath Construction, Inc., H & M Constructors, and Frank L. Blum Construction Company had passed the minimum requirement review and would move on to the next phase in the bidding process. Commissioner Widmer seconded the

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motion. The motion carried 3/0.

Commissioner Widmer moved that Omega Development, LLC was not responsive to the RFQ, and failed the initial scoring phase. Commissioner Fouche seconded. The motion carried 3/0.

Public Comment

Mrs. Mary Standaert thanked the Commissioners for being present, and also expressed concern over the absence of the remaining Commissioners in regards to being involved with the initial scoring phase of the Town Hall Design-Build Project. Mr. Carmichael assured the Board that the Commissioners who were not present would be given a copy of each proposal package.

Adjournment

Commissioner Fouche motioned to adjourn the meeting. Commissioner Widmer seconded. The motion carried 3/0 and the meeting adjourned at 5:00pm.

Town of Montreat
Board of Commissioners
Town Council - Special Meeting
August 20, 2018
Walkup Building

Board members present: Mayor Tim Helms
Mayor Pro Tem Kent Otto
Commissioner Kitty Fouche
Commissioner Bill Gilliland
Commissioner Alice Lentz

Board members absent: Commissioner Tom Widmer

Town staff present: Alex Carmichael, Town Administrator
Tee Anderson

Three members of the public were also present. Mayor Helms called the meeting to order at 5:00 p.m., and held a moment of silence.

Agenda Approval

Commissioner Fouche moved to adopt the agenda. Commissioner Gilliland seconded. The motion carried 4/0.

Mayor Helms explained the purpose of this meeting was to qualitatively score the Town Hall Design-Build Request for Qualifications (RFQ) and is a continuation from the previous meeting in which Commissioners were presented with the submissions. At that meeting the Commission simply determined who would be eligible to move on to the next phase of scoring.

Commissioner Lentz inquired about the purpose of the scoring sheets, noting that all three candidates fell within a few points of each other. Mr. Carmichael explained the statutory requirement that each firm be assessed on their qualifications, and the scoring rubric acts as an objective tool to assist in that process. Final scoring will be assigned upon each firm's presentation at the next meeting where Commissioners will have an opportunity to engage in a more subjective interview.

Old Business

None.

New Business

Before beginning the evaluation process, Mr. Carmichael noted that Commissioner Widmer was

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not able to attend. Commissioner Widmer did submit written notes and scoring sheets, though these scores would not count towards the vote.

The Commission discussed each RFQ submission packet individually in regards to their architectural relevance, experience, and overall company profile. Each firm could earn up to 100 points, broken down across the following categories:

1. Submitter organization and experience – 20 points
2. Key personnel experience – 20 points
3. Project understanding and design approach – 35 points
4. Portfolio of work – 25 points

After reviewing the submissions, Commissioners issued points to each firm for each respective category.

Sineath Construction Company received a total evaluation of 89.8.

H & M Construction Company received a total evaluation of 90.6.

Frank L. Blum received a total evaluation of 92.0.

Commissioner Gilliland motioned to invite submitters to make formal presentations on August 27, 2018 at 5:00pm, location to be determined. The motion was seconded by Mayor Pro Tem Otto and carried 4/0.

Public Comment

A member of the community inquired about the time limits for each presentation. Mayor Helms suggested between 30 – 45 minutes including question and answer session.

Mr. Carmichael informed everyone that Rick Giles will be in place as the Owner's Representative/Project Manager for the Town Hall design-build project.

Adjournment

Commissioner Gilliland moved to adjourn the meeting; Commissioner Lentz seconded, and the motion carried 4/0. Meeting adjourned at 6:11pm.

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Board of Commissioners
Town Council – Special Meeting
August 27, 2018
Walkup Building

Board members present: Mayor Tim Helms
Mayor Pro Tem Kent Otto
Commissioner Kitty Fouche
Commissioner Bill Gilliland
Commissioner Tom Widmer

Board members absent: Commissioner Alice Lentz

Town staff present: Alex Carmichael, Town Administrator
Tee Anderson

Approximately 20 members of the public were also present. Mayor Helms called the meeting to order at 5:00 p.m., and held a moment of silence.

Agenda Approval

Mayor Helms explained the purpose of this meeting is to interview the candidates for the Town Hall Design-Build project. Commissioner Widmer motioned to adopt the agenda, Commissioner Gilliland seconded, motion carried 4/0.

Old Business

None.

Public Comment

Mary Standaert expressed concerned that two of the RFQ bidders – Mr. Legerton and Mr. Burns spoke publicly against the Florida Terrace site which ultimately resulted in the Town being sued.

New Business

The first presenter was H & M Constructors in partnership with Wade Burns, Architect. Following the presentation, Commissioners asked questions pertaining to various aspects of the firm and what they presented.

Mayor Pro Tem Otto inquired about the relationship between the contractor and the architect. Mayor Helms wanted to know if the company can fulfill scheduled timeline. Commissioner Fouche reminded the group that the new building must have civic qualities and a sense of welcoming. Commissioner Widmer addressed the contractor/project manager regarding their experience with smaller scale projects and their interests in taking on a small project.

The second presenter was Frank L. Blum Construction Company in conjunction with John Legerton, Architect. Following the presentation, the Commission asked questions pertaining to various aspects of the firm and what they presented.

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Commissioner Fouche asked about the working relationship between Frank L. Blum Construction and John Legerton, Architect. Mayor Pro Tem Otto inquired about the timeframe and how this project will fit into their schedule. Additionally, Commissioner Widmer wondered how many other projects this firm would be tied to during the construction of the new Town Hall. Mayor Helms inquired about aesthetics and how Montreat fits in with a company who is used to constructing larger buildings. In addition, Mayor Helms asked how the company feels about public input from the residents on this project. Commissioner Fouche expressed concern over the project being sustainable and environmentally sensitive during construction and upon completion.

The third and final presentation was Sineath Construction and Maury Hurt, Architect. Following the presentation, Commissioners asked questions pertaining to various aspects of the firm and what they presented.

Mayor Pro Tem Otto expressed concern on the timeframe and how a 3500 sq. ft. project would fit in with a smaller company in regards to the amount of attention that would be given to this project. Commissioner Widmer inquired about a full-time project manager, and if the firm has collaborated on any other commercial projects in the past. Mayor Helms wanted to distinguish a Town Hall as opposed to an office building, and asked how the company would approach that distinction. Commissioner Fouche asked how the company would handle public input from the residents on this project; in addition to the structural concerns of the lot where construction will take place. Mayor Helms asked if the one year timeline would be realistic for the firm to complete the project considering the winter months and possible delays. Commissioner Widmer asked in addition to this project, how many other projects would the firm undertake at the same time.

At the end of all presentations, Commissioner Fouche motioned to assign a ranking of:

- 1 –Sineath Construction and Hurt Architecture
- 2- Frank L. Blum and Legerton Architects
- 3- H & M Constructors and Wade Burns Architect

The motion was seconded by Mayor Pro Tem Otto; Commissioner Gilliland opposed, but the motion carried 3/1.

Commissioner Gilliland moved to authorize the Mayor and Town Administrator to enter into negotiation for a contract at a fair and reasonable price to design and build the Town Hall as authorized by G.S 143-128.1A, with the highest ranked design-build bidder. If negotiations with the highest-ranked respondent are not successful, the Mayor and Town Administrator may initiate negotiations with the second-highest ranked and so on, until the Town either rejects all

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proposals or selects a design-builder with whom to contract. Commissioner Widmer seconded. The motion carried 4/0.

Public Comment on Other Topics

Mary Standaert thanked the council and staff for helping with the project and noted concern about the address issue in hopes that it will be resolved soon.

Resident Bill Cochran at 109 Mecklenburg Circle expressed concern over the potential noise caused by the Town Hall construction.

Resident Bill Straughan of 122 East Nesbit Terrace spoke about taking into account the fire-power it will take to get a project done in short amount of time. He also expressed that the contractors and architects in the larger firms have all worked with multiple people, and the Commission should not be concerned over those relationships.

Resident Jim McNair asked if there was guaranteed maximum price or a cost-plus design in place and explained the pros and cons of each option.

Adjournment

Commissioner Gilliland motioned to adjourn the meeting and Mayor Pro Tem Otto seconded. The motion carried 4/0 and the meeting was adjourned at 6:55pm.

Town of Montreat
August 2018 Zoning & Building Inspections Report

Zoning/Building Permit Applications:

<u>Last Name</u>	<u>First Name</u>	<u>Montreat Address</u>	<u>Zoning Compliance Date</u>	<u>Permit #</u>	<u>Permit Date</u>	<u>Description</u>
	Montreat College	400 Gaither Circle	N/A	5405	8/2/2018	Reroute Plumbing
Goode	Seddin	373 Nisbett Lane	N/A	5406	8/3/2018	New water lines
Van Dorsten	James	133 John Knox Road	N/A	5407	8/8/2018	Install Heat Pump
Sloop	Gray and Ginger	151 Overbrook Rd	N/A	5408	8/8/2018	Kitchen and Bathroom Remodel
Burriss	Francis M	360 Arkansas Trail	N/A	5409	8/16/2018	Wall Replacement
Reigel	Beth	373 Nisbett Lane	N/A	5410	8/22/2018	Minisplit head replacement
Gramling	Mari	216 Alabama Terrace	N/A	5411	8/22/2018	Interior Renovations
Walker	Ann	435 West Virginia Terrace	N/A	5413	8/28/2018	Waterproof Foundation/Retaining Wall
DeLuzuriaga	Mary	222 North Carolina Terrace	N/A	5415	8/29/2018	Bathroom Remodel
Deibert	Donald	536 Calvin Trail	N/A	5414	8/29/2018	Gas Line
Key	Susan	221 Alabama Terrace	N/A	5416	8/29/2018	Sewer Line Replacement

ZONING ACTIVITY

<u>Zoning Permit Applications:</u>	1
<u>Variance/Interpretation Requests:</u>	0
<u>Conditional Use Requests:</u>	None
<u>Permit Extensions Requested:</u>	None
<u>Sign Permit Applications:</u>	0
<u>Violations Reported:</u>	None

BUILDING INSPECTIONS

<u>Building Permit Applications:</u>	10
<u>Building Inspections Requested:</u>	27
<u>Re-inspections Requested/Required:</u>	7
<u>Fire Inspections Requested/Required:</u>	None
<u>Fire Permit Applications:</u>	None

Totals

<u>Approved Zoning Permits:</u>	1
<u>Denied Zoning Permits:</u>	0
<u>Pending Zoning Permits:</u>	0
<u>Variance/Interpretation Granted:</u>	0
<u>Conditional Use Permits Granted:</u>	None
<u>Permit Extensions Granted:</u>	None
<u>Sign Permits Issued:</u>	0
<u>Notice of Violation (NOV):</u>	None

Totals

<u>Building Permits Issued:</u>	10
<u>Pending Building Permits:</u>	None
<u>Building Inspections Performed:</u>	34
<u>*Stop Work Order Issued:</u>	None
<u>**Defective Building Posted:</u>	None
<u>Denied Building Permits</u>	None
<u>Fire Inspections Performed:</u>	None
<u>Fire Re-Inspections Performed:</u>	None
<u>Fire Permits Issued:</u>	None



TOWN OF MONTREAT

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ADMINISTRATIVE REPORTS: POLICE

Included in this report is July 29-31

AUGUST	2018	2017	2016	2015	2014
Mileage	2754	2852	3402	2952	2503
Dispatched Calls	105	98	143	102	101
Officer-Initiated Calls	666	506	245	252	201
Fire/EMS Assistance Calls	3F/6E	6F,3E	9F,6E	16F,12E	6F,7E
Motorist/Other Assistance Calls	84	103	49	81	54
Traffic Stops	16/118*	38	37	35	21-63G
Parking Issues	5	5	7	6	3
Burglar/Fire Alarm Responses	3F	2B,1F	3B,2F	2B,0F	5B,1F
Residential House/Building Checks	338	260	254	211	272
Ordinance violations	8	2	21	21	13
LE Agency Assistance Calls	35	21	17	16	17
Animal Calls	5	4	5	5	9
Larcenies	1	0	0	0	0
B&E Calls	1	0	0	0	0
Suspicious Person/Vehicle Investigations	3V/3P	10V	10P,19V	8P,21V	12P,9V
Disturbance Calls	11	23	8	5	10
Accident Responses	1	3	0	2	0
Auxiliary Hours Worked	40R/196T	40R,36T	40R,30T	24R,48T	32R,32O
Truck turns at gate	3	5	2	2	2

Comments

- Town service: 596
- MRA service: 252
- College service: 16
- Fuel Cost:

The month of August has seen a continued up-tick in activity, much like previously this summer; most notably with bear activity. We encourage everyone to exercise awareness to their presence, and to use caution when in proximity to them.

This month the Department has returned to participating in the Governor's Highway Safety Program. MPD, along with members of other agencies, conducted a driver's license checking station on the 24th, on Assembly Drive. Approximately 70 to 80 vehicles passed through during two hours.

Finally, this month Montreat College reconvened with another record amount of students. Differing from years past, is the new parking/shuttling concepts they have introduced. Already, we have seen less congestion and parking issues. Here's hoping for continued success on their endeavors.

* Traffic Stops/MPD participation in Multi-Agency Checking Stations



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ADMINISTRATIVE REPORTS: SANITATION

Sanitation report for the period beginning August 1, 2018 and ending August 31, 2018.

Monthly Statistics

Curbside Trash Collected	53.54
Curbside Recycling Collected	9.46
Bagged Leaf Pickup	110
Brush Pickup	15 Loads
Unique Stops	3,924
Pay-As-You Trash Collected	20
Pay-As-You Recycling Collected	18

Events and Schedule Changes

- The next bulky Item Pickup is October 30, 2018.



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ADMINISTRATIVE REPORTS: STREETS

Streets report for the period beginning on August 1, 2018 and end August 31 , 2018 .

Monthly Statistics

Roads Maintained	15.12
New Roads Added	0
Sand Applied	0
Ice Melt Applied	0
Public Trees Removed	15

Comments

- We hope to finish up with our pothole patching and ditch repairs this month.
- We are waiting to hear on the scheduling for the Milling machine to began milling Texas Road. As soon as we have that information we will get that out to you. They should be moving forward on the other projects this month.
- We have removed fifteen trees from town right of way and property with a cost savings of a estimated \$12,000 to the Town.
- We have made very good headway on the site for the new public works facility.

Staff Communications

- As you all may know, we have a lot of repairs to do all over Town. I am asking for everyone to pass along that there will be multiple crews making multiple repairs at the same time all over the Town. Please travel slowly and safely when traveling around the crews. Thank You.
- We are beginning to finally move forward with repairs to the storm damaged areas around Town. Please keep a watchful eye out for contractors and our crew while the repairs are being made.



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ADMINISTRATIVE REPORTS: Water and Public Works

Water and Public Works report for the period beginning on August 1, 2018 and ending August 30, 2018.

Monthly Statistics

Calls for Service	27
Water Leaks Repaired	0
New Water Lines Installed	0
Meters Read	674
Meter Replacements	0
Water Produced	3,612,500 gal
Hours Pumped (11 wells combined total)	1738 hrs

Comments

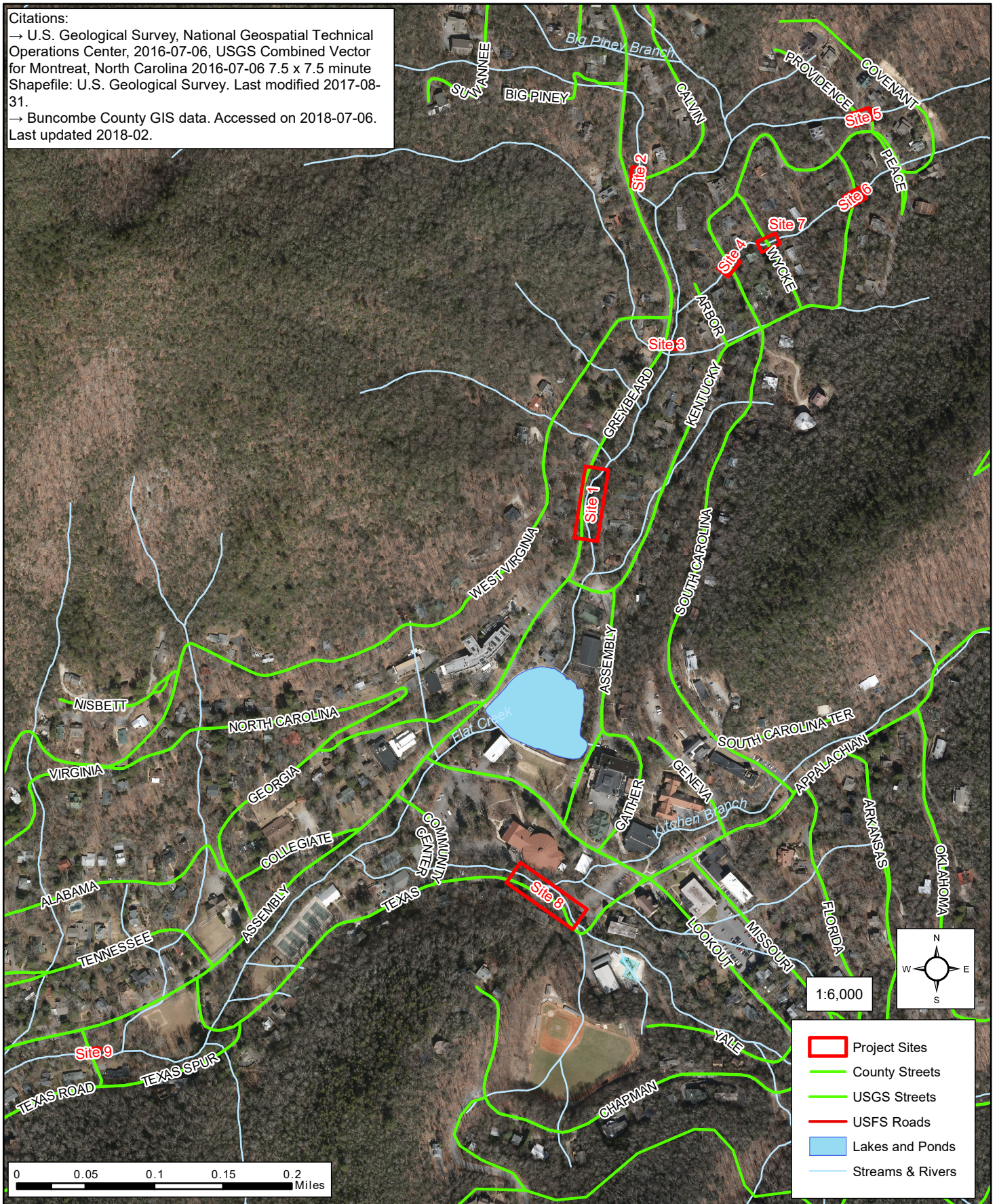
- We are applying to the State for the waterline replacement on Texas road.
- We are working very closely with The Black Mountain Fire Department on testing the fire hydrants in Montreat. If you experience any discoloration or air please call us at the office and we will come out and flush the lines. We are going behind the Fire Department after they have completed their test to flush the lines. We cannot flush during their tests because it will give them inaccurate results.

Staff Communications

- N/A

Citations:

→ U.S. Geological Survey, National Geospatial Technical Operations Center, 2016-07-06, USGS Combined Vector for Montreat, North Carolina 2016-07-06 7.5 x 7.5 minute Shapefile: U.S. Geological Survey. Last modified 2017-08-31.
→ Buncombe County GIS data. Accessed on 2018-07-06. Last updated 2018-02.



BASIC SITE MAP

JULY 11, 2018

PROJECT NO.
18.00126

TOWN OF MONTREAT

BUNCOMBE COUNTY

NORTH CAROLINA

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McGill
ASSOCIATES

ENGINEERING • PLANNING • FINANCE

CONCEPTUAL COST ESTIMATE SITE 1

Description of Site Issue(s) and Proposed Solution:

Along the lower section of Greybeard Trail just north of the intersection between Greybeard Trail and Assembly Circle, there is a section of destabilized streambank. Historically this section of bank along Flat Creek was stabilized using boulders stacked vertically along the bank by the Metropolitan Sewer District. However, recent flooding conditions have caused a failure of this existing boulder wall, causing severe bank destabilization on the right side of the bank when facing downstream. To ensure continued safe usage of Greybeard Trail, McGill Associates proposes this bank be fixed by installing a retaining wall to armor the bank against further flooding damage.

Site 1: Lower Greybeard Trail Bank Stabilization / Retaining Wall

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE WORK AND BANK STABILIZATION					
1	Mobilization	LS	1	\$7,500.00	\$7,500.00
2	Erosion Control Measures	LS	1	\$5,000.00	\$5,000.00
3	Demolition of Existing Wall and Roadway	LS	1	\$10,000.00	\$10,000.00
4	Backfill Material	TONS	320	\$30.00	\$9,600.00
5	Mass Modular Block Retaining Wall	FF	1050	\$55.00	\$57,750.00
6	Road Base and Asphalt Repair (18' W)	SY	400	\$45.00	\$18,000.00
7	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00
8	Traffic Control (Road Closure)	LS	1	\$2,000.00	\$2,000.00
9	Flow Management	LS	1	\$20,000.00	\$20,000.00
10	Utility Impact Allowance (Water, Sewer, Storm)	LS	1	\$25,000.00	\$25,000.00
11	Fine Grading, Restoration of Surfaces	LS	1	\$5,000.00	\$5,000.00
SOFT COSTS					
12	Engineering Design/Bidding	LS	1	\$15,000.00	\$15,000.00
13	Topographic Survey	LS	1	\$6,000.00	\$6,000.00
14	Geotechnical Borings and Report	LS	1	\$7,500.00	\$7,500.00
15	Geotechnical Design and Analysis	LS	1	\$7,500.00	\$7,500.00
16	No-Rise Certification	LS	1	\$12,000.00	\$12,000.00
17	Environmental Permitting Fee	LS	1	\$8,000.00	\$8,000.00
18	Construction Observation	LS	1	\$7,500.00	\$7,500.00
CONSTRUCTION SUBTOTAL (WITHOUT SOFT COSTS)					\$162,350.00
CONTIGENCY (20%)					\$32,470.00
TOTAL CONSTRUCTION COST					\$194,820.00
TOTAL ESTIMATED PROJECT COST (INCL. SOFT COSTS)					\$258,320.00

NOTES:

1. The ENGINEER maintains no control of labor costs, materials, equipment or services furnished by others, the Contractor(s)' methods for determining prices, or competitive or market conditions. The estimates herein for project and construction costs represent the ENGINEER'S best judgment, and are based on his experience and qualifications as a Professional Engineer who possesses familiarity with the construction industry. The ENGINEER does not guarantee the accuracy of the cost estimates, which may vary from bids or actual project and construction costs.
2. This assumes that a no-rise can be achieved. If a CLOMR/LOMR are required, the design and permitting fees will increase substantially.
3. Assumed wall dimensions were 150' long and 7' high.

CONCEPTUAL COST ESTIMATE SITE 2

Description of Site Issue(s) and Proposed Solution:

The site is a damaged 24" culvert at the start of Calvin Trail that conveys the flow from Big Piney Branch under the road. The culvert is so damaged no flow is passing through the structure and is causing a pooling effect at the upstream end of the culvert. McGill Associates proposes to resize this culvert to determine the appropriate culvert size to convey the flow of a 10 year storm. Following drainage analysis to determine the appropriate culvert size, the existing damaged culvert will be replaced with the appropriately sized pipe to restore flow downstream. Headwalls will also be implemented at the upstream and downstream ends of the replaced culvert to protect the pipe from debris damage in future flooding conditions.

Site 2: Calvin Trail Culvert Replacement

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE WORK AND CULVERT REPAIR					
1	Mobilization	LS	1	\$1,500.00	\$1,500.00
2	Erosion Control Measures	LS	1	\$1,500.00	\$1,500.00
3	Road Base and Asphalt Repair (18' W)	SY	45	\$60.00	\$2,700.00
4	Fine Grading, Restoration of Surfaces	LS	1	\$1,500.00	\$1,500.00
5	Utility Impact Allowance (Water, Sewer, Storm)	LS	1	\$2,500.00	\$2,500.00
6	36" HDPE Pipe	LF	50	\$125.00	\$6,250.00
7	Flow Management	LS	1	\$6,000.00	\$6,000.00
8	Precast Headwall	LS	2	\$3,500.00	\$7,000.00
9	Traffic Control	EA	1	\$1,500.00	\$1,500.00
SOFT COSTS					
10	Culvert Analysis	LS	1	\$1,500.00	\$1,500.00
11	Engineering Design/Bidding	LS	1	\$3,500.00	\$3,500.00
12	Topographic Survey	LS	1	\$2,500.00	\$2,500.00
13	Environmental Permitting Fee	LS	1	\$2,000.00	\$2,000.00
14	Construction Observation	LS	1	\$1,500.00	\$1,500.00
CONSTRUCTION SUBTOTAL (WITHOUT SOFT COSTS)					\$30,450.00
CONTINGENCY (20%)					\$6,090.00
TOTAL CONSTRUCTION COST					\$36,540.00
TOTAL ESTIMATED PROJECT COST (INCL. SOFT COSTS)					\$47,540.00

NOTES:

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2. Design/ Bidding/ Observation items assume combination of projects in order to gain economy of scale. If all projects are performed individually, the fees would likely increase.

CONCEPTUAL COST ESTIMATE SITE 3

Description of Site Issue(s) and Proposed Solution:

The site is an eroding foundation supporting a town pedestrian bridge that connects Arbor Lane and Greybeard Trl and spans Flat Creek. This eroding foundation is on the left side of the stream when facing downstream. Both foundations supporting the Arbor Lane Bridge appear to be protected by vertically stack logs. The stack of logs protecting the right foundation is still intact, but the logs protecting the left foundation are severely damaged and are no longer protecting the footer. McGill Associates proposes to stabilize this left foundation by installing a new bridge abutment to better withstand the flow in Flat Creek and in stream debris.

Site 3: Arbor Lane Bridge Footer Stabilization

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE WORK AND CULVERT REPAIR					
1	Mobilization	LS	1	\$1,500.00	\$1,500.00
2	Existing Abutment Removal	LS	1	\$2,000.00	\$2,000.00
3	Erosion Control Measures	LS	1	\$1,000.00	\$1,000.00
4	Traffic Control	LS	1	\$1,500.00	\$1,500.00
5	Removal & Reinstallation of Bridge	LS	1	\$6,000.00	\$6,000.00
6	Mass Modular Block Wall	FF	210	\$55.00	\$11,550.00
7	Bridge Seat on Wall	EA	2	\$1,000.00	\$2,000.00
8	Fine Grading, Restoration of Surfaces	LS	1	\$1,500.00	\$1,500.00
9	Flow Management	LS	1	\$5,000.00	\$5,000.00
SOFT COSTS					
10	Construction Observation	LS	1	\$1,500.00	\$1,500.00
11	Engineering Design/Bidding	LS	1	\$4,500.00	\$4,500.00
12	Geotech Design	LS	1	\$4,000.00	\$4,000.00
13	No Rise Certification (without Hydraulic Analysis)	LS	1	\$2,000.00	\$2,000.00
14	Environmental Permitting Fee	LS	1	\$2,000.00	\$2,000.00
CONSTRUCTION SUBTOTAL (WITHOUT SOFT COSTS)					\$32,050.00
CONTIGENCY (20%)					\$6,410.00
TOTAL CONSTRUCTION COST					\$38,460.00
TOTAL ESTIMATED PROJECT COST (INCL. SOFT COSTS)					\$52,460.00

NOTES:

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2. Assumed wall dimensions were 30' long and 7' high.

CONCEPTUAL COST ESTIMATE SITE 4

Description of Site Issue(s) and Proposed Solution:

The site is a damaged 24" culvert in the middle of South Carolina Terrace and conveys the flow from an unnamed tributary to Flat Creek under the road. The culvert is slightly dented, but flow still passes through the pipe. However, this culvert appears to be undersized. As a result, water flows over South Carolina Terrace and erodes the downstream section of the culvert. Due to presence of an underground water line, this culvert has minimal cover (less than 1 foot) so erosive flows over the road have exposed several feet of the downstream section of this culvert. To fix these issues, McGill Associates proposes to resize this culvert to determine the appropriate culvert size to convey the flow of a 10 year storm. Following drainage analysis to determine the appropriate culvert size, the existing damaged culvert will be replaced with the appropriately sized pipe.

Site 4: South Carolina Terrace Culvert Replacement

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE WORK AND CULVERT REPAIR					
1	Mobilization	LS	1	\$1,500.00	\$1,500.00
2	Erosion Control Measures	LS	1	\$2,500.00	\$2,500.00
3	Road Base and Asphalt Repair (12' W)	SY	30	\$60.00	\$1,800.00
4	24" RCP	LF	40	\$85.00	\$3,400.00
5	Utility Impact Allowance (Sewer)	LS	1	\$500.00	\$500.00
6	Flow Management	LS	1	\$1,500.00	\$1,500.00
7	Fine Grading, Restoration of Services	LS	1	\$1,500.00	\$1,500.00
8	Precast Headwall	EA	2	\$2,500.00	\$5,000.00
SOFT COSTS					
9	Hydraulic Drainage Analysis	LS	1	\$1,000.00	\$1,000.00
10	Engineering Design/Bidding	LS	1	\$3,500.00	\$3,500.00
11	Topographic Survey	LS	1	\$2,500.00	\$2,500.00
12	Environmental Permitting Fee	LS	1	\$2,000.00	\$2,000.00
13	Construction Observation	LS	1	\$1,500.00	\$1,500.00
CONSTRUCTION SUBTOTAL (WITHOUT SOFT COSTS)					\$17,700.00
CONTINGENCY (20%)					\$3,540.00
TOTAL CONSTRUCTION COST					\$21,240.00
TOTAL ESTIMATED PROJECT COST (INCL. SOFT COSTS)					\$31,740.00

NOTES:

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2. RCP Pipe is used due to lack of proper cover.
3. Design/ Bidding/ Observation items assume combination of projects in order to gain economy of scale. If all projects are performed individually, the fees would likely increase.

CONCEPTUAL COST ESTIMATE SITE 5

Description of Site Issue(s) and Proposed Solution:

The site is a damaged 36" culvert at the start of Providence Rd that conveys the flow from an unnamed tributary to Flat Creek. There is significant change in grade between the entrance and exit of the culvert and excess flow that cannot be carried by the existing culvert has cause significant erosion and deterioration of Providence Rd, especially during storm conditions. The most recent storm conditions have cause such significant erosion and road deterioration. The road is no longer passable by vehicle and access to approximately 5 houses has been restricted. Additionally, water and sewer lines buried beneath Providence Rd are now exposed because of the severe erosion. To fix these issues, McGill Associates proposes to resize this culvert to determine the appropriate culvert size to convey the flow of a 10 year storm. Following drainage analysis to determine the appropriate culvert size, the existing damaged culvert will be replaced with the appropriately sized pipe. This will happen quickly in order to restore car and emergency vehicle access to the 5 houses on Providence Rd. and to prevent failure of water and sewer lines.

Site 5: Providence Rd Culvert Replacement

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE WORK AND CULVERT REPAIR					
1	Mobilization	LS	1	\$2,500.00	\$2,500.00
2	Demolition and Off-site Disposal	LS	1	\$1,500.00	\$1,500.00
3	Erosion Control Measures	LS	1	\$2,000.00	\$2,000.00
4	Gravel Road Repair	LS	1	\$3,000.00	\$3,000.00
5	36" HDPE Culvert Pipe	LF	60	\$150.00	\$9,000.00
6	Pre-Cast Concrete Headwall	EA	2	\$3,500.00	\$7,000.00
7	Landscaping, Seeding, Fine Grading Associated	LS	1	\$2,000.00	\$2,000.00
8	Utility Impact Allowance (Sewer and Water)	LS	1	\$1,500.00	\$1,500.00
9	Temporary Flow Management	LS	1	\$4,500.00	\$4,500.00
SOFT COSTS					
10	Hydraulic Drainage Analysis	LS	1	\$1,500.00	\$1,500.00
11	Engineering Design/Bidding	LS	1	\$3,500.00	\$3,500.00
12	Topographic Survey	LS	1	\$2,000.00	\$2,000.00
13	Environmental Permitting Fee	LS	1	\$2,000.00	\$2,000.00
14	Construction Observation	LS	1	\$1,500.00	\$1,500.00
CONSTRUCTION SUBTOTAL (WITHOUT SOFT COSTS)					\$33,000.00
CONTINGENCY (20%)					\$6,600.00
TOTAL CONSTRUCTION COST					\$39,600.00
TOTAL ESTIMATED PROJECT COST (INCL. SOFT COSTS)					\$50,100.00

NOTES:

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2. Design/ Bidding/ Observation items assume combination of projects in order to gain economy of scale. If all projects are performed individually, the fees would likely increase.

CONCEPTUAL COST ESTIMATE SITE 6

Description of Site Issue(s) and Proposed Solution:

The site is a damaged 24" culvert in the middle of Kentucky Rd and conveys the flow from an unnamed tributary to Flat Creek under the road. The culvert is installed moderately deep and experiences a significant change in grade between the upstream and downstream section of the culvert. Although flow is being conveyed through the pipe, there appears to be an obstruction within the culvert and the culvert appears to be undersized and thus cannot carry flow effectively in most storm conditions. As a result, water flows over Kentucky Rd often. To fix these issues, McGill Associates proposes to resize this culvert to determine the appropriate culvert size to convey the flow of a 10 year storm. Following drainage analysis to determine the appropriate culvert size, the existing damaged culvert will be replaced with the appropriately sized pipe.

Site 6: Kentucky Rd Culvert Replacement

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE WORK AND CULVERT REPAIR					
1	Mobilization	LS	1	\$1,500.00	\$1,500.00
2	Erosion Control Measures	LS	1	\$1,500.00	\$1,500.00
3	Road Base and Asphalt Repair (12' W)	SY	40	\$60.00	\$2,400.00
4	Fine Grading, Restoration of Surfaces	LS	1	\$1,500.00	\$1,500.00
5	Utility Impact Allowance (Sewer and Water)	LS	1	\$1,500.00	\$1,500.00
6	24" HDPE Pipe	LF	85	\$75.00	\$6,375.00
7	Flow Management	LS	1	\$1,500.00	\$1,500.00
8	Tree Removal	EA	3	\$500.00	\$1,500.00
9	Precast Headwall	EA	2	\$2,500.00	\$5,000.00
SOFT COSTS					
10	Hydraulic Drainage Analysis	LS	1	\$1,000.00	\$1,000.00
11	Engineering Design/Bidding	LS	1	\$3,500.00	\$3,500.00
12	Topographic Survey	LS	1	\$5,000.00	\$5,000.00
13	Environmental Permitting Fee	LS	1	\$2,000.00	\$2,000.00
14	Construction Observation	LS	1	\$1,500.00	\$1,500.00
CONSTRUCTION SUBTOTAL (WITHOUT SOFT COSTS)					\$22,775.00
CONTINGENCY (20%)					\$4,555.00
TOTAL CONSTRUCTION COST					\$27,330.00
TOTAL ESTIMATED PROJECT COST (INCL. SOFT COSTS)					\$40,330.00

NOTES:

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2. Design/ Bidding/ Observation items assume combination of projects in order to gain economy of scale. If all projects are performed individually, the fees would likely increase.

CONCEPTUAL COST ESTIMATE SITE 7

Description of Site Issue(s) and Proposed Solution:

The site is a damaged 24" culvert in the middle of Wyck Rd and conveys the flow from an unnamed tributary to Flat Creek under the road. The culvert is installed moderately deep and experiences a significant change in grade between the upstream and downstream section of the culvert. Although flow is being conveyed through the pipe, there appears to be clog within the culvert and the culvert is not properly sized and cannot carry flow effectively in most storm conditions. As a result, water flows over Wyck Rd often. To fix these issues, McGill Associates proposes to resize this culvert to determine the appropriate culvert size to convey the flow of a 10 year storm. Following drainage analysis to determine the appropriate culvert size, the existing damaged culvert will be replaced with the appropriately sized pipe.

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE WORK AND CULVERT REPAIR					
1	Mobilization	LS	1	\$1,500.00	\$1,500.00
2	Erosion Control Measures	LS	1	\$1,500.00	\$1,500.00
3	Road Base and Asphalt Repair (16' W)	SY	40	\$60.00	\$2,400.00
4	24" HDPE Pipe	LF	50	\$60.00	\$3,000.00
5	Utility Impact Allowance (Sewer)	LS	1	\$500.00	\$500.00
6	Flow Management	LS	1	\$1,500.00	\$1,500.00
7	Fine Grading, Restoration of Surfaces	LS	1	\$1,500.00	\$1,500.00
8	Precast Headwall	EA	2	\$2,500.00	\$5,000.00
SOFT COSTS					
9	Hydraulic Drainage Analysis	LS	1	\$1,000.00	\$1,000.00
10	Engineering Design/Bidding	LS	1	\$3,500.00	\$3,500.00
11	Topographic Survey	LS	1	\$2,500.00	\$2,500.00
12	Environmental Permitting Fee	LS	1	\$2,000.00	\$2,000.00
13	Construction Observation	LS	1	\$1,500.00	\$1,500.00
CONSTRUCTION SUBTOTAL (WITHOUT SOFT COSTS)					\$16,900.00
CONTINGENCY (20%)					\$3,380.00
TOTAL CONSTRUCTION COST					\$20,280.00
TOTAL ESTIMATED PROJECT COST (INCL. SOFT COSTS)					\$30,780.00

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CONCEPTUAL COST ESTIMATE SITE 8

Description of Site Issue(s) and Proposed Solution:

Along the first bend of Texas Rd just southeast of the intersection between Texas Rd and Lookout Rd, there is an approximately 115 linear foot section of destabilized streambank along Puncheon Branch that is causing structural damage to Texas Rd. Historically this section of stream was stabilized by a rock wall. Recent flooding conditions in May and early June have created failures in the wall and substantial undermining at the base of the wall. McGill Associates proposes to fix this section of destabilized bank by repairing/replacing the existing retaining wall to armor the bank against further flooding damages and restoring a decorative rock facade. Because this project site is located in FEMA zone AE, a flood study and no-rise certification must be obtained.

Site 8: Texas Rd Bank Stabilization

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE WORK AND BANK STABILIZATION					
1	Mobilization	LS	1	\$5,000.00	\$5,000.00
2	Erosion Control Measures	LS	1	\$1,500.00	\$1,500.00
3	Backfill Material	TONS	270	\$30.00	\$8,100.00
4	Retaining Wall Repair (Structural and Façade)	FF	900	\$75.00	\$67,500.00
5	Road Base and Asphalt Repair (30'-20')	SY	450	\$45.00	\$20,250.00
6	Utility Impact Allowance	LS	1	\$2,500.00	\$2,500.00
SOFT COSTS					
7	Engineering Design/Bidding	LS	1	\$15,000.00	\$15,000.00
8	Structural Wall Design	LS	1	\$4,000.00	\$4,000.00
9	Topographic Survey	LS	1	\$5,000.00	\$5,000.00
10	Environmental Permitting Fee	LS	1	\$8,000.00	\$8,000.00
11	Construction Observation	LS	1	\$5,000.00	\$5,000.00
12	No-Rise Certification (without modeling)	LS	1	\$2,500.00	\$2,500.00
CONSTRUCTION SUBTOTAL (WITHOUT SOFT COSTS)					\$104,850.00
CONTINGENCY (20%)					\$20,970.00
TOTAL CONSTRUCTION COST					\$125,820.00
TOTAL ESTIMATED PROJECT COST (INCL. SOFT COSTS)					\$165,320.00

NOTES:

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2. Assumes No-Rise Certificate could be obtained without stream modeling and hydraulic study. No-rise based upon logic of restoring the pre-existing conditions and thus not having an impact on the flood elevation.
3. Wall repair length assumed to be approximately 150' long with an average height of 6'.

CONCEPTUAL COST ESTIMATE SITE 9

Description of Site Issue(s) and Proposed Solution:

In the middle of Texas Ext. Rd, there is a dual 96" culvert system that conveys the flow of Flat Creek under Texas Ext. Rd. The dual culvert system is experiencing some issues with scour within the pipes and undermining at the ends of the pipes. However, the culvert on the right when facing downstream is more damaged than the left culvert and has several holes in the bottom of the culvert throughout its length and scattered areas of surface corrosion on fasteners and the exterior of the pipe exposed to flow. Additionally, the protective tar lining has been scattered areas of layer cracking. McGill Associates proposes to fix these culverts by spin-casting a new structural coating to restore the structural integrity and protect the remaining pipe from further degradation. The upstream end will require grading and grouting to restore undermined areas. This option will most likely require a Conditional Letter of Map Revision (CLOMR) and a subsequent Letter of Map Revision (LOMR) in order to meet the State Floodplain requirements.

Site 9: Texas Rd Ext Culvert Repair

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE WORK AND CULVERT REPAIR					
1	Mobilization/ General Requirements	LS	1	\$5,000.00	\$5,000.00
2	Erosion Control Measures	LS	1	\$2,500.00	\$2,500.00
3	Spin-cast Dual Culverts	LS	1	\$80,000.00	\$80,000.00
4	Upstream slope grading and restoration	LS	1	\$7,500.00	\$7,500.00
5	Reparian Seeding and Planting	LS	1	\$4,500.00	\$4,500.00
6	Flow Management	LS	1	\$10,000.00	\$10,000.00
SOFT COSTS					
7	Engineering Design/Bidding	LS	1	\$12,000.00	\$12,000.00
8	Topographic Survey	LS	1	\$4,000.00	\$4,000.00
9	Environmental Permitting Fee	LS	1	\$2,000.00	\$2,000.00
10	Construction Observation	LS	1	\$3,000.00	\$3,000.00
11	Surveying for Flood Permitting	LS	1	\$8,000.00	\$8,000.00
12	LOMR/CLOMR Modeling and Permitting	LS	1	\$28,000.00	\$28,000.00
13	LOMR/CLOMR Regulatory Review Fees	LS	1	\$14,000.00	\$14,000.00
CONSTRUCTION SUBTOTAL (WITHOUT SOFT COSTS)					\$109,500.00
CONTINGENCY (20%)					\$21,900.00
TOTAL CONSTRUCTION COST					\$131,400.00
TOTAL ESTIMATED PROJECT COST (INCL. SOFT COSTS)					\$202,400.00

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2. Spin-casting products and options can vary greatly and depend on the structural integrity of the pipe. A detailed inspection by a certified supplier would be required to confirm the final required application type and price.

TROPICAL STORM ALBERTO PUBLIC PROPERTY DAMAGE

Location	Cost Estimate	Expense	Remaining C Damage	Status	Needs	Core Permitti Engineering	Priority
Appalachian Way		\$3,000	Shoulder damage	almost complete waiting on concrete shoulder		Yes	4
Appalachian Way just above Oklahoma Assembly Drive at Solemons	\$400	\$400	\$0	completed		Yes	3
Lookout and assembly		\$1		not complete	Rebuild wal at bridge, attach culvert to basin	Yes	4
Calvin Trail	\$47,540	\$15,885	\$31,655	Culvert Replacement	not complete	Culvert upgrade	Yes Yes 3
Lower Graybeard retaining wall	\$258,320		\$258,320	not complete		Yes Yes	1
Greybeard below Calvin Trail	\$800	\$800	\$0	Complete			
Upper Greybeard at Trailhead Parking Area	\$2,000	\$2,000	\$0	complete	Gravel, Grading		
Road at Greybeard Well , A02 ,A03 , A04	\$1,900	\$1,900	\$0	Complete			
Parking Area on South Carolina Terrace		\$4,000		not complete	removal by staff /concrete curb to be installed		4
Suwannee Mudslide		\$1,000		not comeplete	Clean up roadside by staff to be sheduled		4
Tennessee culvert and catch basin		\$4,000		not complete	Staff will do in-house Paving contract approved waiting on schedule date		3
Texas Road at Updike Building				not complete			3
Texas Road Ext. Culvert -Barrel 1	\$202,400		\$202,400	not complete		Yes Yes	2
Texas Road Below Pool -Retaining Wall	\$165,320		\$165,320	not complete		Yes Yes	1
Providence Terrace	\$50,100		\$50,100	not complete		Yes Yes	1
South Carolina	\$31,740		\$31,740	Culvert Replacement	not complete	Yes Yes	4
Wyck Culvert	\$30,780		\$30,780	not complete		Yes Yes	4
Kentucky Culvert	\$40,330		\$40,330	Not complete		Yes Yes	4
Arbor Lane Bridge	\$52,460		\$52,460	Headwall	Not Complete	Yes Yes	3
	\$ 884,090	\$ 32,986	\$ 863,105				

Remaining Costs Totals

Highest Priority Projects Estimates (1)	1	\$ 473,740
High Priority Projects Estimates (2)	2	\$ 202,400
Medium Priority Projects Estimates (3)	3	\$ 84,115
Low Priority Projects Estimates (4)	4	\$ 102,850
Total		\$ 863,105



August 29, 2018

PROPOSAL FOR SERVICES – EXHIBIT A

**SUBMITTED TO: Town of Montreat
Mayor Tim Helms**

**SUBMITTED FOR: Estimate for Design Services for Texas Road
Water System Improvements-
Black Mountain, North Carolina**

I. SCOPE OF SERVICES:

Thank you for allowing us to provide you this proposal with anticipated services and projected fees for the “Water System Improvements-Texas Road” project. The following is an anticipated Scope of Services detailing services anticipated by Civil Design Concepts, P.A. and its consultants. Information provided in this Scope of Services is based on our experience with past projects and our understanding of this project based on the information we have collected and have been provided to date.

A. Construction Documents:

1. Prepare Water Line Improvement plans detailing the extension of a proposed 6” water main within Texas road to Texas Spur road.
2. Prepare design details for well water treatment facility in order to remove chlorine gas treatment with sodium hypochlorite, if required by NCDEQ.
3. Submit full Engineering Review Document Package to NCDEQ’s Public Water Supply Section for approval of the water line design. This will include Design Plans, calculations, necessary applications for approval and an Engineer’s Report as required by the Public Water Supply Section.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

**200 Swannanoa River Rd Asheville, NC 28805
Phone 828-252-5388 Fax: 828-252-5365**

**1210 S. Main Street, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455**

B. Construction Observation:

The following is a list of construction observation services, which will be provided as required and on an as needed basis.

1. Schedule and attend construction meetings, including pre-construction, monthly, and other meetings. Estimated number of meetings: three (3).
2. Review shop drawings and other submittals for compliance with approved plans.
3. Periodic Inspections to determine general compliance of the work with the plans and specifications, which inspection and/or approval shall not constitute a guarantee that the work complies with the plans and specifications and will not relieve the contractor of its primary obligation to adhere to the plans and specifications. Engineer shall have no obligation as to Contractor's means or methods or compliance with OSHA or other health and safety regulations. (5 visits estimated)
4. Attendance at one final inspection to determine that all items have been installed in general conformance with the plans and specifications in order to prepare final certifications.

C. Closeouts/Certifications:

1. Create reproducible Record Drawing created from contractor field markups and onsite construction observation.
2. Prepare and submit Engineer's Certification for Final Approval from NCDENR's Public Water Supply Section.

II. CLIENT RESPONSIBILITIES:

The Client shall provide Civil Design Concepts, P.A., with base site information in AutoCAD format, building plans, program descriptions, budget or other information as may be required to complete the work, or shall agree to reimburse Civil Design Concepts, P.A. for the cost of obtaining the information required. The Client shall hold harmless and indemnify Civil Design Concepts, P.A. against injury loss or damage arising out of the negligent acts, errors or omissions arising from information supplied by others.

Further, the Client shall identify and designate one individual to act on behalf of the Client for reviews and approvals. The Client shall identify any special definitions or conditions required for invoicing for services rendered.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

**168 Patton Ave., Asheville, NC 28801
Phone 828-252-5388 Fax: 828-252-5365**

**52 Walnut Street – Suite 9, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455**

III. ADDITIONAL SERVICES

All additional work requested by the Owner will be billed on an hourly basis or a negotiated lump sum fee. Extra work will include, but not be limited to:

1. Multiple phases of construction. (This proposal assumes single-phase construction.)
2. This does not include submittal of a Water System Management Plan. It is assumed that the Town has this in place and is current according to NCDENR's PWS records.
3. Change in scope of services as defined within this proposal.
4. Easement negotiations.
5. Corps of Engineers / Environmental permitting.
6. Changes required due to contractor error.
7. Design modifications requested by Owner after submittals.
8. Flood study/ Permitting Services.
9. No structural designs included.
10. No geotechnical investigation or designs included.
11. Fast track packaging of construction documents.
12. Retaining wall design on walls greater than 5' (five feet) in height. A geotechnical engineer sub-consultant may be necessary.

IV. SCHEDULE

Civil Design Concepts, P.A. will begin work upon acceptance of this proposal, unless otherwise specified, and will work to meet all reasonable schedules established by the Client.

V. COST FOR SERVICES

Fees for the above scope of services are estimated as follows:

A. Construction Documents:	\$ 6,500
B. Construction Observation:	\$ 1,500
C. Closeouts/Certifications:	<u>\$ 1,000</u>
TOTAL:	\$ 9,000

***Estimated fee based upon attached fee schedule. Actual costs at hourly rates of Civil Design Concepts, P.A. personnel assigned to project as follows:**

Principal Engineer	\$140/hr
Senior Project Engineer	\$125/hr
Associate Project Engineer	\$100/hr
Construction Administrator	\$100/hr
Senior Civil Engineer Technician	\$ 95/hr
Assistant Construction Administrator	\$ 80/hr
Civil Engineer Technician	\$ 80/hr
Construction Inspector	\$ 60/hr
Office Administrator	\$ 40/hr

Mailing Address: P.O. Box 5432, Asheville, NC 28813

168 Patton Ave., Asheville, NC 28801
Phone 828-252-5388 Fax: 828-252-5365

52 Walnut Street – Suite 9, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455

Any work in addition to that outlined in the Scope of Services listed above will be billed on an hourly basis according to the rate schedule shown or a negotiated lump sum fee. Additional Services will only be performed under written authorization from the client. These rates are valid through December 31, 2018 at which time the client will be notified in writing of any rate changes.

Reimbursable expenses are not included in the cost of services. Reimbursable expenses shall include the following: long distance telephone, postage, fax, and photographs, travel @ \$0.60/mi., meals and other incidental expenses shall be a direct charge per receipts.

Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost.

Payment for services rendered shall be made monthly, due within ten days of the receipt of invoice, for all work completed through the last pay period in the preceding month or according to a schedule provided by the Client. Any invoice outstanding for more than 30 days after receipt will be subject to an interest charge of 1-1/2% per month.

VI. PROPOSAL DURATION

This proposal shall be valid for thirty- (30) days. Upon acceptance, it shall become an agreement between the Client and Civil Design Concepts, P.A.

VII. ADDITIONAL TERMS AND CONDITIONS


Included are two (2) copies of our Consulting Services Agreement and this Proposal for Services. If the terms of the Agreement and the Proposal are acceptable, please execute both documents and return one (1) original copy of each to our office.

When executed this Agreement may be terminated for convenience within 15 days written notice by Civil Design Concepts, P.A. or Town of Montreat or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. In the event of termination, Civil Design Concepts, P.A. shall be paid for all authorized services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by Civil Design Concepts, P.A. due to termination of project by Client shall be paid by Client.

Respectfully submitted this 29th day of August, 2018


Jesse Gardner, P.E.
Civil Design Concepts, P.A.

8/29/18
(Date)


Mayor Tim Helms
Town of Montreat
M. Kent Otto
Mayor Pro Tem

8/31/18
(Date)

Mailing Address: P.O. Box 5432, Asheville, NC 28813

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CONSULTING SERVICES AGREEMENT

This contract entered into this 29th day of August, 2018 by & between Mayor Tim Helms, Town of Montreat, hereinafter called the Client, & Civil Design Concepts, P.A.; Witnesseth that:

Whereas, the Client desires to engage Civil Design Concepts (sometimes referred to as "CDC") to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, Civil Design Concepts desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: Civil Design Concepts shall provide the services attached hereto in the Exhibit A "Proposal For Services", dated August 29, 2018 to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: Civil Design Concepts will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. CDC shall have the right to rely on any and all information furnished by Client without any requirement to verify same.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for Civil Design Concepts to proceed unless otherwise provided for in this Agreement or as otherwise modified by the attached project schedule.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect Civil Design Concepts cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. Any additional services resulting from a change in scope of services will be pre-approved by the client.

5. Compensation: The Client shall pay the compensation to Civil Design Concepts set forth in the Exhibit "A", Section V. "Cost For Services", as described in the proposal attached hereto. Unless otherwise provided in the Cost For Services, Civil Design Concepts shall submit invoices to the Client monthly (by the 15th day of the month) for work accomplished under this agreement and the Client agrees to make payment to Civil Design Concepts within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said time period at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay Civil Design Concepts' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. Civil Design Concepts shall not be bound by any provision such as contained in a purchase order or wherein Civil Design Concepts waives any rights to a mechanic's lien or any provision conditioning Civil Design Concepts' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that Civil Design Concepts shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days, or raise any specific objection to the services rendered or charge therefore shall constitute a waiver of any such objection or claim as to any issue Client may have and the failure to make payment or raise any objection as herein required shall bar any claim against CDC in tort or contract. It is also mutually agreed that should the Client fail to make prompt payments as described herein, Civil Design Concepts reserves the right to immediately stop all work under this agreement until all accounts are brought current or terminate this agreement, in the sole discretion of CDC..

6. Personnel: Civil Design Concepts represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, Civil Design Concepts may employ those services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by Civil Design Concepts shall be considered opinions of probable costs. These along with project economic evaluations provided by Civil Design Concepts will be on a basis of experience and judgment, but, since Civil Design

Concepts has no control over market conditions or bidding procedures, Civil Design Concepts cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. Based thereon, Client waives any and all claims against CDC which arise out of any opinion of probable construction cost provided.

8. Termination: This Agreement may be terminated for convenience by either the Client or Civil Design Concepts with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Civil Design Concepts will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: Civil Design Concepts liability for Client's damages will, in aggregate, not exceed 1,000,000 for the Scope of Services referenced herein. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether Civil Design Concepts liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Civil Design Concepts' directors, officers, employees and subcontractors. Limits of liability may be increased upon request by Client for additional fees paid.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either Civil Design Concepts or the Client without the prior written consent of the other. Assignability of this contract will not unreasonably be withheld.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: CDC shall retain all ownership and common law property rights in all documents, calculations, drawings, maps (together the "Documents"). Upon full and final payment to CDC pursuant to this contract, CDC will grant a one time, nonexclusive license in the Documents for Client's use on this Project/ Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. In the event Client fails to pay all sums when due, CDC reserves the right to withdraw its Documents from any governmental agency to which same have been submitted for the purpose of obtaining approvals or permits and Client acknowledges that it shall have no right to make any use of the Documents whatsoever unless payments are made to CDC in accordance with this Agreement. Client agrees that CDC shall have the right to obtain an injunction to restrain such use if at any time Client fails to make payments to CDC.

13. Excusable Delay: If performance of service is affected by causes beyond Civil Design Concepts control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold Civil Design Concepts, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against Civil Design Concepts which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit A, or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by Civil Design Concepts in performing its duties or for unauthorized use of the deliverables generated by Civil Design Concepts.

Client initials MKD
CDC initials Am

15. **Choice of Law:** This Agreement shall be governed by the internal laws of the State of North Carolina.

16. **Entire Agreement:** This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. **Attachments to this document:** Exhibit A, "Proposal For Services" for Mayor Tim Helms
Town of Montreat
Dated August 29, 2018

Client Authorized Signature: M. Kent O'Hara
Print Name: M. Kent O'Hara Mayor P.O. Tem
Title: Mayor P.O. Tem
Address: _____

Civil Design Concepts, P.A.

Signature: 

Name: Jesse Gardner, PE

168 Patton Avenue
Asheville, NC 28801

52 Walnut Street – Suite 9
Waynesville, NC 28786

**Wheeler Grading
Todd Wheeler
320 Tabernacle Road, Black Mountain, NC 28711
Phone (828) 776-0332**

Project Name: Providence Terrace

Customer: Town of Montreat

bcreasman@townofmontreat.org

Address:

Contact: Barry Creaseman

Phone: (828) 669-8002

Fax No.: (828) 669-3810

CONTRACT

This Contract is entered into as of this day, September 13, 2018 by and between Wheeler Grading ("Company") and Town of Montreat ("Customer"). Company and Customer agree to the following terms and conditions:

Real Property. Company shall provide the "Work" described in Description of Work below, which Work is to be performed with respect to that Real Property described below:

Description of Work. The Work to be provided by Company is as follows:

1. Removing existing dirt down to old culvert
2. Hauling off dirt and culvert
3. Replace and install existing headwall new concrete headwall
4. Supply and install washed stone to cover culvert
5. Supply and Install Dirty Road Bond to cover culvert
6. All related sewer work during project

sum=\$10,800

*Does not include lower head wall

*Any rock excavation will be extra as measured

Price. In consideration for Company performing the Work, Customer agrees to pay Company the **Contract Amount of \$10,800.00.**

Payment Terms. A deposit of \$ **N/A** is required prior to the start of the Work. Full payment of the balance of the Contract Amount and any additional charges for other Change Orders is due to Company upon completion of the Work, and in no event later than 30 days after the invoice date. Time is of the essence with regards to all payments due from Customer to Company. If Company does not receive full payment of the Contract Amount within 30 days of the invoice date, Customer is in breach of this Contract. Upon breach, interest at the rate of 1 ½ % per month shall accrue on all amounts past due, from the first day the Customer is in breach until payment is made in full. Customer agrees to pay all interest assessed in accordance with this Paragraph.

Customer's Obligations. Customer acknowledges and agrees to the following:

- a. Customer can and will provide Company with adequate and direct access to the Real Property and to any adjacent property needed during the scope of the Work;

Change Orders & Modifications. Unless specifically stated elsewhere in this Contract, Company does not agree to any different or additional work, above and beyond the Work specified in Paragraph above, without a written Change Order, signed by both Customer and Company. All written Change Orders must specify the agreed upon price and description of the change to be made or the additional work to be completed. All written Change Orders signed by both Customer and Company become part of this Contract.

Limited Warranty. For a period of 365 consecutive calendar days from the date of completion of the Work, Company warrants the Work as follows: If there is a labor or material defect in the Work that is caused solely by Company, Company shall, at its own cost, correct such defective Work within a reasonable time after Company has actual knowledge thereof. If Customer becomes aware of any such defect, Customer shall deliver a written notice thereof to Company. **Except for the foregoing, there are no other express warranties or implied warranties with respect to the Contract, Company's performance of the Contract, or the Work. All other express warranties and implied warranties are hereby disclaimed and excluded, including, but not limited to, all implied warranties for or of merchantability, habitability, fitness for a particular purpose, or workmanlike construction.**

Insurance. Company shall maintain worker's compensation insurance covering all of its employees, as well as general commercial liability insurance throughout the scope of the Work.

Events of Default. Each of the following events shall constitute an Event of Default by Customer:

- a. If Customer files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy law, or voluntarily takes advantage of any such law or makes an assignment for the benefit of creditors;
- b. If an involuntary proceeding under any bankruptcy law or an insolvency or receivership action shall be instituted against Customer, or if a receiver or trustee shall be appointed for all, or substantially all, of the property of Customer, and such proceeding is not dismissed or the receivership or trusteeship is not vacated within ten days after the institution or appointment; and/or
- c. If Customer fails to fully perform any of Customer's Obligations as specified in Paragraph 6 above, or to comply with any provision of this Contract, including the payment provisions.

Limitation of Damages, Indemnification and Release. Customer acknowledges and agrees to the following:

- a. Company is not responsible for any damage to or deterioration of any of the Work, whether complete or in process, that results from any cause or causes beyond Company's control, including, but not limited to, failure of sub-grade, or failure or inadequacy of any labor or materials not installed or furnished by Company; and
- c. The sole and exclusive remedy of the Customer, and the sole and exclusive obligation of Company, for matters set forth herein, whether on contract, negligence or strict liability, is the repair of the defect. Company in no event shall be liable for special or consequential damages claimed by Customer.

Entire Contract. This Contract supersedes and replaces any proposals, amended proposals, conversations, estimates or other communications with respect to the Work. This Contract may be amended only by a written document signed on behalf of Company and Customer.

Choice of Law. This Contract is governed, interpreted and enforced pursuant to the laws of the State of North Carolina. Company and Customer agree that the jurisdiction for all disputes related to this Contract shall be either Buncombe County, NC or the county where the Real Property is located.

Execution of the Contract. Customer represents and warrants that he/she/it has read and understands the Contract and has had an opportunity to consult with legal counsel concerning its effect. No rule of construction shall apply to this Contract construing its provisions more strictly against either Company or Customer.

Severability. If any provision or portion of this Contract or any amendment hereto shall contravene or be invalid under any applicable law, statute, code, ordinance or regulation, such contravention or invalidity shall not invalidate the whole thereof, and this contract shall be construed as if not containing the particular provision or portion found to be invalid.

Assignment. This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and representatives. Customer may not assign this Contract without the written consent of Company. Company may assign or subcontract this Contract or any portion of the Work to be done. If assigned, this Contract shall be binding on the assignees and its successors, assigns, heirs and representatives.

Customer:

Company:

Town of Montreat

Wheeler Grading

Signed By:

By:

Print Name: Timothy R. Helms, Mayor

Todd Wheeler

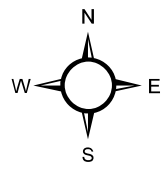
Date:

Date:

Town Hall Site – Rezoning Schedule

Zoning official receives application and forwards to chairman of the Planning and Zoning (P&Z) Commission. Application must be heard within 30 days of chair receiving completed application.	September 6, 2018
P&Z reviews application for conformity with the Comprehensive Plan and provides written recommendations to the Town Council prior to their October (10/11/18) meeting	September 27, 2018
Town Council calls for a public hearing of the proposed amendment at their November (11/8/2018) meeting	October 11, 2018
Staff physically posts the property affected by the rezoning and mails notice to all adjacent property owners (within 200' of subject property) at least 10 days but no more than 25 days prior to the public hearing	October 17, 2018
Staff provides notice of the public hearing in the local newspaper for two consecutive weeks at least 10 days, but no more than 25 days prior to the hearing date	October 17 and October 24, 2018
Council holds a public hearing to receive input as to the proposed rezoning. Council may then decide to vote on the matter or postpone action for further consideration. Council must adopt a statement as part of the rezoning that describes how their action is either consistent or inconsistent with the comprehensive plan and why they consider their action reasonable and in the public interest	November 8, 2018
Staff amends the official zoning map to reflect the adopted change	November 8, 2018 (or later if postponed)

Town of Montreat North Carolina Official Zoning Map, 2018

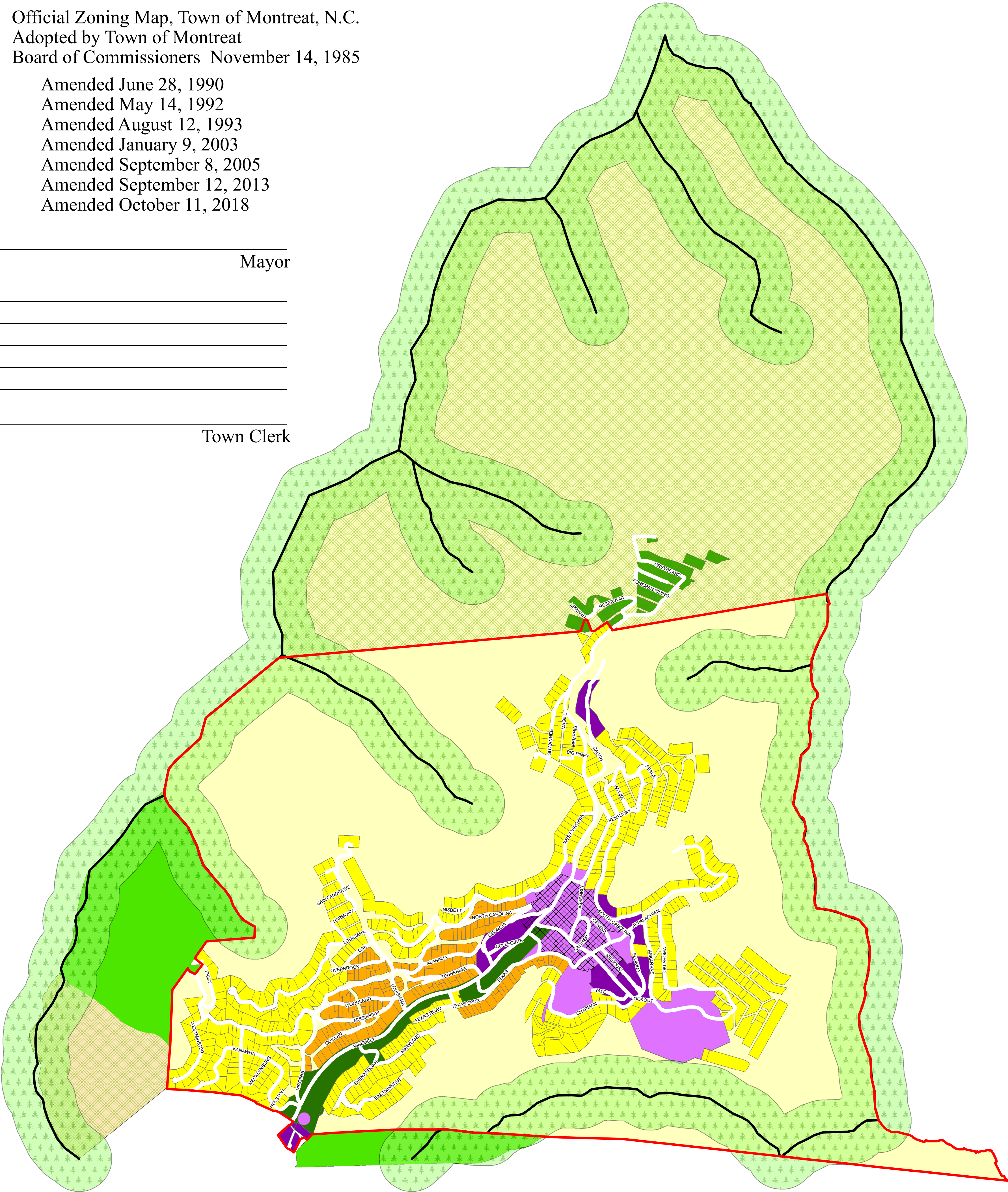


Official Zoning Map, Town of Montreat, N.C.
Adopted by Town of Montreat
Board of Commissioners November 14, 1985

Amended June 28, 1990
Amended May 14, 1992
Amended August 12, 1993
Amended January 9, 2003
Amended September 8, 2005
Amended September 12, 2013
Amended October 11, 2018

Mayor

Town Clerk



Legend

- (R-1) Low Density Residential District
- (R-2) Medium-Density Residential
- (R-3) *Low-Density Residential
- (I) Institutional District
- (I/R) Institutional/Residential District
- Woodland District
- Conservation District
- Mountain Ridge
- Streets
- Corporate Limits
- Ridge Protection Overlay (RPO)
- Extra Territorial Jurisdiction (ETJ)
- Montreat Parcels
- Town Center Overlay

