

**Town of Montreat  
Board of Commissioners Meeting Agenda – Public Forum  
February 14, 2019 – 6:30 p.m.  
Walkup Building**

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**I. Call to Order**

- Welcome
- Moment of Silence

**II. Agenda Adoption**

**III. Public Comments**

**IV. Adjournment**

**Town of Montreat  
Board of Commissioners  
Town Council Meeting  
February 14, 2019 – 7:00 p.m.  
Walkup Building**

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**I. Call to Order**

- Pledge of Allegiance
- Moment of Silence

**II. Agenda Adoption**

**III. Presentations & Reports: Dave Arrant's Safety Update**

**IV. Mayor's Communications**

**V. Consent Agenda**

**A. Meeting Minutes Adoption**

- January 10, 2019, Public Forum Meeting Minutes
- January 10, 2019, Regular 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
- Town Hall Project Update
- Storm Damage Repair Update
- Other Items

**VII. Administrative Reports**

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

**VIII. Public Comment**

***Public comments will be heard during this period for any and all items.***

**IX. Old Business**

**X. New Business**

**A. Budget Amendment #4: Group Health Insurance**

- **Suggested Motion:** Move to approve Budget Amendment #4 in the amount of \$9,252.40 to pay Group Health Insurance premiums for the remainder of FY 2019.

**B. Budget Amendment #5: Professional Services**

- **Suggested Motion:** Move to approve Budget Amendment #5 in the amount of \$35,167.60 to pay for professional service fees for the remainder of FY 2019.

**C. Budget Ordinance Amendment #6: Water Department**

- **Suggested Motion:** Move to approve Budget Ordinance Amendment #6 in the amount of \$8,500.00 to pay for repairs to Well #6.

**D. Budget Ordinance Amendment #7: Streets Department**

- **Suggested Motion:** Move to approve Budget Ordinance Amendment #7 in the amount of \$12,000.00 for tree removal.

**E. Professional Services Bid Selection: Texas Road Pedestrian Bridge**

- **Suggested Motion:** Move to rank the Statement of Qualifications from firms responding to RFQ 2019-002 in following order for purposes of Professional Services Bid evaluations: Rank 1, Vaughn & Melton, score 96; Rank 2, Mattern & Craig, score 89.6; Rank 3, Civil Design Concepts, disqualified.
- **Suggested Motion:** Move to authorize the Mayor and Town Administrator to enter into negotiations with the highest scoring firm, pending positive reference checks, and if a mutually agreeable contract cannot be negotiated with the highest-ranking firm then to enter negotiations with the second highest-scoring firm.

**F. Appointment of ETJ Representative for Planning & Zoning**

- **Suggested Motion:** Move to appoint \_\_\_\_\_ to the Planning & Zoning Commission as the ETJ Representative for a term of three years to expire on January 31, 2022.

**G. Appointment of Alternate Representative for Planning & Zoning**

- **Suggested Motion:** Move to appoint \_\_\_\_\_ to the Planning & Zoning Commission as an Alternate Member for a term of three years to expire on January 31, 2022.

**H. Appointment of Alternate Representative for Planning & Zoning**

- **Suggested Motion:** Move to appoint \_\_\_\_\_ to the Planning & Zoning Commission as an Alternate Member for a term of three years to expire on January 31, 2022.

**I. Approval of Contract for Texas Road Waterline Project**

- **Suggested Motion:** Move to approve contract from Hyatt Pipeline, LLC. in the amount of \$32,140.00 for the Texas Road Waterline Project.

**J. Approval of Contract for Pump Replacement at Well 6**

- **Suggested Motion:** Move to approve contract from Reuben Caldwell Well Drilling in the amount of \$13,826.00 for Pump Replacement repairs to Well 6.

**I. Public Comment**

*Public comments will be heard during this period for any and all items.*

**II. Commissioner Communications**

**III. Meeting Dates**

Planning & Zoning Commission:

Thursday, February 21, 2019  
Walkup Building  
5:00 p.m.

**Montreat Board of Commissioners  
Town Council Meeting  
February 14, 2019**

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Montreat Tree Board:

Tuesday, February 26, 2019  
Town Services Office  
9:30 a.m.

Montreat Landcare:

Wednesday, March 6, 2019  
Allen Building  
Swannanoa Room  
9:00 a.m.

March Town Council Meeting:

Thursday, March 14, 2019  
Walkup Building 7:00 p.m.  
Public Forum begins at 6:30

Planning & Zoning Commission:

Thursday, March 21, 2019  
Walkup Building  
5:00 p.m.

Tree Board:

Tuesday, March 26, 2019  
9:30 a.m. Town Services Building

Board of Adjustment:

Thursday, March 28, 2019  
Walkup Building  
7:00 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**

**MEMORANDUM: SAFETY UPDATE - BIKE LANES AND PEDSTRIAN**

TO: MONTREAT BOARD OF COMMISSIONERS  
FROM: DAVID ARRANT, CHIEF OF POLICE  
VIA: ALEX CARMICHAEL, TOWN ADMINISTRATOR  
SUBJECT: SAFETY UPDATE: BIKE LANES AND PEDSTRIAN  
DATE: FEBRUARY 14, 2019

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For this month's Safety Update, I would like to touch upon an incredibly overlooked subject. This would be the oft misused Bike Lane that runs along a significant portion of Assembly Drive.

From time to time, this space has had a potential for hazard.

While utilized normally, it gives space to bicycle traffic entering Montreat. But, there have been occasions of pedestrians, runners, dog walkers, and sometimes individuals pushing baby strollers.

It is by luck that we have experienced no accidents or incidents so far. But the potential for a problem is there.

As there are more than adequate alternatives in the forms of Elizabeth's Path, and the paved Greenway path; I would encourage foot traffic towards these areas.

Either of these routes provide more than enough room for pedestrian activity, as well as a safe distance from vehicular traffic. Distance from roadway surface will always equate to greater safety for pedestrians.

**Town of Montreat  
Board of Commissioners  
Town Council Meeting – Public Forum  
January 10, 2019  
Walkup Building**

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

Board members absent: None

Town staff present: Alex Carmichael, Town Administrator  
Angie Murphy, Town Clerk

Approximately 30 members of the public were also present. Mayor Helms called the Public Forum to order at 6:31 p.m., and held a moment of silence.

**Agenda Approval**

Commissioner Kitty Fouche moved to adopt the agenda as presented. Commissioner Bill Gilliland seconded and the motion carried 5/0.

**Public Forum**

Mrs. Mary Knight of 159 Virginia Road and 336 Chapman Road expressed her concerns about the parking situation on Lookout Road. On her way to the meeting this evening there was a solid line of cars along Appalachian Way and Texas Road past the College parking lot. This type of parking turns Lookout Road into a one way street and creates major issues for snow removal. Mr. Carmichael stated that the Town is patiently enforcing the parking issues with the College and the best answer to Mrs. Knight's question is increase enforcement.

Mr. Don Reid of 127 Shenandoah Terrace felt that there was something vitally missing in our little Town. Mr. Reid would like to see the Town promote buildings and condos for young families and for older families who do not want to go to Highland Farms. He suggested a general store, a restaurant and re-opening Lake Susan. Mr. Reid felt these actions would make us a real town, which would retain the best of Montreat, yet promote vibrant growth while sustaining churches, the College and the MRA. Mr. Reid reflected on his time spent on the Comprehensive Planning Committee in 2007. This plan suggested several recommendations that have been adopted but Mr. Reid feels the plan has not been pulled out of the cobwebs in the last several years. Mr. Reid read aloud from the section entitled "Montreat Tomorrow". Mr. Reid stated that the Town of Montreat has not grown in years and is becoming a holding pen for Highland Farms.

Mrs. Mary Standaert of 118 Shenandoah Terrace found Mr. Reid's comments intriguing and provocative. Mrs. Standaert questioned how many of our community properties are being purchased as investment properties. She stated that most people that come to Montreat have ties to the community. Montreat is now being marketed as a beautiful place to come stay. Mrs. Standaert encouraged the Commission to consider the achieved purpose if they move in the direction that Mr. Reid proposes.

Mr. Tom Frist of 98 Frist Road wanted to hear a status update on the Texas Road Pedestrian Bridge and the adjoining proposed park. Mr. Carmichael stated that staff had publicized a bid opportunity for design services for the bridge a couple of months ago with no response. It is currently on his desk to send out again for a wider reaching audience.

Mayor Pro Tem Otto stated his appreciation of Mr. Reid and Mrs. Standaert comments regarding the Comprehensive Plan as he has been reviewing the plan himself. Mayor Pro Tem Otto advised that the Planning and Zoning Commission is getting ready to look at the Zoning Ordinance for possible changes and how they reflect back on the Comprehensive Plan. Mayor Pro Tem Otto would like to see the Comprehensive Plan reviewed in depth. Mayor Helms asked Mr. Carmichael to include a discussion of the Comprehensive Plan in the upcoming Annual Board Retreat.

### **Adjournment**

Mayor Pro Tem Otto moved to adjourn the Public Forum. Commissioner Widmer seconded and the meeting was adjourned 5/0 at 6:54 p.m.

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Tim Helms, Mayor

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Angie Murphy, Town Clerk

**Town of Montreat  
Board of Commissioners  
Town Council Meeting  
January 10, 2019  
Walkup Building**

---

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

Board members absent: None

Town staff present: Alex Carmichael, Town Administrator  
Angie Murphy, Town Clerk  
Dave Arrant, Chief of Police  
Barry Creasman, Public Works Director  
Darlene Carrasquillo, Finance Officer  
Adrienne Isenhower, Zoning Administrator

Approximately 52 members of the public were also present. Mayor Helms called the meeting to order at 7:01 p.m., led the group in reciting the Pledge of Allegiance, and held a moment of silence.

**Agenda Approval**

Commissioner Gilliland moved to adopt the agenda as presented. Commissioner Lentz seconded and the motion carried 5/0. Commissioner Widmer submitted a request to suspend the rules of order under New Business item “B” to suggest no public input at that time but to wait until after the presentation and allow for 15 minutes of questions to the Commissioners. Commissioner Fouche seconded the motion. The motion carried 5/0. Commissioner Gilliland moved to adopt the agenda as amended. Commissioner Lentz seconded and the motion carried 5/0.

**Mayor’s Communications**

Mayor Helms thanked the Town Staff again for all their hard work during the recent snowstorm.

**Consent Agenda Review**

The proposed Consent Agenda will include the following items:

- December 13, 2018, Public Forum Meeting Minutes
- December 13, 2018, Regular Meeting Minutes

**Town Administrator's Communications**

- Mr. Carmichael stated that the Board of Commissioners requested the NC General Assembly to move the municipal election cycle to an even year cycle. Staff sent that request on to our delegation and Representative John Ager responded and said they are working on drafting that legislation.
- Mr. Carmichael and Public Works Director Barry Creasman recently met with a representative from the Office of Emergency Management for the second time to work through the details of our submission request. Mr. Carmichael was encouraged to learn that 21 possibly 22 projects are eligible for state funding. Mr. Carmichael was surprised to realize that when our own staff does the labor it will be reimbursed at 100% and using our own equipment will allow for reimbursement at surprising generous rates as well. Although the Town of Montreat will be financially responsible for 25% of the overall costs a lot will be offset by in-house work. Mr. Carmichael stated that they have work through 9 projects already and hope to have them submitted to the State by next week.
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**Administrative Reports**

Administration: Reports were in written form as requested by Council.

Planning and Zoning: Reports were in written form as requested by Council.

Police: Reports were in written form as requested by Council.

Public Works and Water: Reports were in written form as requested by Council.

Sanitation: Reports were in written form as requested by Council

Streets: Reports were in written form as requested by Council.

**Public Comments**

There was no public comment at this time.

**Old Business**

There was no Old Business.

**New Business**

- A. Re-Appointment of Matt Ashley to the Metropolitan Sewerage District Board: Commissioner Widmer asked for a clarification on this item. Mr. Carmichael stated that this is a correcting action to last month's agenda item. The term limit is official three years and last month Mr.

Ashley was only appointed to one year. Commissioner Widmer moved to appoint Matt Ashley to the Metropolitan Sewerage District Board for a term of two additional years to expire on January 31, 2022.

- B. Town Hall Schematic Phase Approval: Mr. Carmichael began the presentation by giving a brief history of the current Town Services Building. Mr. Carmichael then reviewed the 2014 Town Hall design proposal. There was a lot of discussion and public input after this project was halted. The period between then and now has elicited a lot of valuable information regarding the new Town Hall project. The key take-aways from the public comments are as follows: the Town Hall needs to be in keeping with the values of Montreat, needs to be cost conscious, needs to be between 3,000 and 4,000 square feet of occupied space, needs to be one story, adequate use of space, a conference room seating 30-35 people, the opportunity to expand for the future and planning ahead for technological advances. Earlier this fall we had the opportunity to host a public forum attended by our architect and builder where the public could voice their opinion on how they envision their Town Hall. An online survey was also distributed to gather even more opinions. Mr. Carmichael reviewed some word clouds which included words or phrases that were representative of the majority of comments about a variety of questions received in the survey. There were a lot of common themes that were gleaned from the survey. This information was then used to create a space design program which then guided the work of the architect and builder. Mr. Carmichael stated that tonight's meeting did not include the budget documents or construction documents. The meeting is merely to direct the architect and builder to take the next steps to engage civil engineers and the other subcontractors and vendors. The presentation was then turned over to Mr. Hurt.

Architect Maury Hurt stated that he took the well-known aspects of the architectural character of the old historic buildings and incorporated those aspects into his design. He noted the arched windows of Assembly Inn, the round vents and stone siding on Gaither Hall, the two types of stone on the Left Bank, the porch posts on the Left Bank as well as the stone piers and railings, the Wayout Building's brackets that support the roof overhang and these were just some of the examples that were incorporated. The site that was chosen, the Creek Side property, does have its constraints in the sewer easement and the floodway/floodplain. The shape of the site encouraged a fairly linear design scheme. Mr. Hurt gave a brief "tour" of the interior of the building. Mr. Hurt indicated that tonight's occupied space of chairs delineated by blue tape represents the approximate 795 square feet of the multi-purpose room. The word "stone" came out 125 times in various ways of public input so there is a lot of stone used in the design. Mr. Hurt then indicated the aspects that were indicative of historic Montreat buildings. The presentation was then turned over to Landscape Architect Joel Osgood.

Mr. Osgood reviewed some key points with regards to the landscape design. There is a two-way access into a double loaded parking area off Montreat Road. There is a one way entrance off of Rainbow Terrace for drop-off and additional parking spaces. A sidewalk has been added along with enhanced paving areas which become an extension of the porches. There is also

some bike parking, signage and stormwater compliance. Mr. Osgood has organized a bio-filtration retention area in the floodway which will function to help manage erosion during construction and would manage stormwater after the structure is built. The stormwater piece is in the base bid of the project. They have also designed a “pocket park” which would be a potential add-on and would surround the stormwater feature and highlight benches and native and natural plantings. The landscape piece itself will be an opportunity to expand ecology and fruit and flowering plants and birds and wildlife. A mixed evergreen screen will be added on the side where the residential home is located and a mixture of turf and plantings will highlight the inherent beauty of the Town Hall building. The presentation was then turned over to Brian Sineath of Sineath Construction.

Mr. Sineath stated he did a full detailed estimate of the project which was shared with the initial team. The construction costs came out to be \$1.1 million and the site work costs \$250,000 for a total budget of \$1.4 million. Included in construction costs are permit, site work costs, construction, stormwater retention, parking, site egress, sidewalks and the bond. Landscaping costs include permitting, dot costs, stormwater permits, native plants and the flag pole. The presentation was turned over to Commissioner Tom Widmer.

Commissioner Widmer stated that in the agenda, in addition to the base cost, were options such as stonework, the two porches and several other items. A list of recommended options was passed out to those in attendance. The recommended options total \$147,000. The numbers from Mr. Sineath include these recommended options. Commissioner Widmer introduced Owners Rep Rick Giles. Mr. Giles introduced himself to the crowd. Mr. Giles stated that the detailed budget from Mr. Sineath was very accurate in his opinion. Commissioner Widmer advised that in our restricted budget on-hand \$188,629 is reserved for the Town Hall. This represents a little more than 13% of the total project. We would then get a loan/mortgage for \$1.27 million. The monthly debt service would be covered by the operational budget with no tax increase to homeowners. The presentation was then turned over to Commissioner Kitty Fouche.

Commissioner Fouche thanked the entire working team for all their hard work. Commissioner Fouche reiterated the process from start to finish. She stated that the building is functional but very welcoming. Commissioner Fouche mentioned that the public spoke and the Commission listened when it came to the design element of the new Town Hall. She feels very proud of this plan and looks forward to the ribbon cutting.

The meeting was then turned over to the public for input regarding the presentation.

Mr. Peter Boggs of 338 Chapman Road stated that as far as he knows the Creek Side property has never flooded but the dam has never broken. Mr. Boggs questioned if the dam ever breaks will the elevation be covered. Mr. Hurt stated that the base flood elevation is the “worst case scenario” and the building is 2 feet above the base flood elevation.

Mrs. Mary Standaert of 118 Shenandoah Terrace stated that it appears to be a lovely design and she hopes the Town can afford all the stonework. The history of Montreat can be shared with stonework.

Mr. Don Reid of 127 Shenandoah Terrace asked how much the “pocket park” would cost. Mr. Carmichael stated that it is an add-on feature and would cost approximately \$31,000. Commissioner Widmer advised that we are required to have a stormwater retention pond so it is included in the base price.

Mr. Ted Carey of 115 John Knox Road asked for the site plan to be displayed.

Mr. Bill Hollins of 116 Shenandoah Terrace asked what allowances have been made for a crowd as big as tonight’s attendees. Mr. Osgood stated that 18 parking spaces are shown on the plan. There is also access with a walkway to current parking across Flat Creek which holds 17 parking spaces after hours. One of the 18 parking spaces will be a dedicated police parking space. Mr. Carmichael stated that during large events town employees would move their personal vehicles off site.

Mr. William Brown of 218 Virginia Road stated he was delighted to not have to pay more taxes but questioned where the payments on \$1.2 million would originate from. Mr. Carmichael stated that money has been put away for a number of years for this project. During the past five years an average of \$138,000 has been put aside. Mr. Carmichael stated that if we continue the trend of putting aside \$125,000 a year we can pay for the debt service on a 15 year loan.

Mr. Gill Campbell of 149 Maryland Place asked if the additional stone costs were as presented. Commissioner Widmer stated that the \$95,000 would be for flagstone for the porches and the entryway.

Mrs. Mary Standaert of 118 Shenandoah Terrace asked for clarification on the general fund balance. Mr. Carmichael stated the Town is in the middle of the audit and he is not comfortable giving a general fund balance. Mr. Carmichael stated that the \$125,000 a year is based on the trend of extra money being put aside.

Commissioner Tom Widmer moved to approve conceptual schematic designs as presented including options as recommended. Commissioner Kitty Fouche seconded and motion carried 5/0.

Mayor Helms stated that everyone involved in the Town Hall Project has done a wonderful job.

- C. Public Works Department Vehicle Purchase: Commissioner Gilliland moved to approve the purchase of a 2019 Ford F350 truck from Ken Wilson Ford in the amount of \$48,609 and to

authorize the Mayor and Town Administrator to execute the necessary contract documents. Commissioner Alice Lentz seconded. Commissioner Widmer looked up in the C.I.P. and saw this truck was originally budgeted for \$56,000 so we are coming in under budget. The motion carried 5/0.

### **Public Comments**

Mr. Don Reid of 127 Shenandoah Terrace feels that Hwy 9 from Montreat to Black Mountain is a disgrace and unsafe for public travel. Mr. Reid took it upon himself to connect the Secretary of Transportation. He agreed the road is in bad shape and immediate repairs were made. The road will be further paved this spring.

Mrs. Mary Standaert of 118 Shenandoah Terrace stated that at the December Town Meeting the Town Council voted 3/1 to change the municipal election cycle to an even year voting cycle. Mrs. Standaert asked the Commission to put it back on the agenda in upcoming months due to some information that has come to light. During the discussions that took place everyone was under the impression that the Town of Weaverville had moved to an even year cycle. Mrs. Standaert stated that in 2017 the Town of Weaverville passed a resolution opposing even year elections. Mrs. Standaert stated that she would like to see a re-vote with the full Commission since it was a split vote and they now have all the information.

Mr. Richard DuBose of 160 Woodland Road and President of the Mountain Retreat Association stated that as he looks through the options and proposals of the designs this evening he feels that they are very complimentary of the Town and the Town Staff's work. He thanked the team and everyone involved and stated that he believed in 25 years people were going to be very thankful of the work done by everyone.

### **Commissioner Communications**

There were no Commissioner Communications.

### **Upcoming Meeting Dates**

Mayor Helms reviewed the following list of upcoming meeting dates and deadlines:

Planning and Zoning Commission:

Thursday, January 17, 2019  
Walkup Building  
7:00 p.m.

Martin Luther King Jr. Holiday: Town  
Offices Closed:

Monday, January 21, 2019

**Montreat Board of Commissioners  
Town Council Meeting Minutes  
January 10, 2019**

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Sanitation Pickup: Tuesday, January 22, 2019

Tree Board: Tuesday, January 22, 2019  
Town Services Building  
9:30 p.m.

Board of Adjustment: Thursday, January 24, 2019  
Walkup Building  
7:00 p.m.

Montreat Landcare: Wednesday, February 6, 2019  
Allen Building  
Swannanoa Room

February Town Council Meeting: Thursday, February 14, 2019  
Walkup Building, 7:00 p.m.  
Public Forum begins at 6:30 p.m.

**Adjournment**

There being no further business Commissioner Lentz moved to adjourn the meeting and Commissioner Gilliland seconded and the meeting was adjourned at 8:28 p.m.

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Tim Helms, Mayor

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Angela Murphy, Town Clerk

**ADMINISTRATIVE REPORTS:  
ADMINISTRATION**

Town Administration report for the period of January 1 to January 31, 2019.

**Monthly Statistics**

Public Meetings	4
Inter-Organizational /Intergovernmental Meetings	6
Agendas Prepared	4
Minutes Transcribed	6
Resolutions Drafted	0
Public Records Requests Processed	6
Water Bills Processed	674
Leak Adjustments	20
New Water Accounts Established	2
Purchase Orders	95
Professional Development Hours	40
Sunshine List Messages	8
Website Posts	10
Social Media Posts	5
Code Red Alerts	0
Workers Compensation Claims	0

**Upcoming Events and Schedule Changes**

- N/A
- 

**Comments**

- N/A
- 

**Staff Communications**

- Please join the Planning and Zoning Commission on 2/21/19 as it continues to review the Montreat Zoning Ordinance.
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## TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757  
Tel: (828) 669-8002 | Fax: (828) 669-3810  
[www.townofmontreat.org](http://www.townofmontreat.org)

### ADMINISTRATIVE REPORTS: BUILDINGS AND INSPECTIONS

Buildings and Inspections report for the period of January 1 to January 31, 2019.

#### Monthly Statistics

Building Permits Issued	8
Pending Building Permits	1
Building Inspections Performed	24
Stop Work Order Issued	0
Defective Building Posted	0
Denied Building Permits	0
Fire Inspections Performed	0
Fire Re-Inspections Performed	0
Fire Permits Issued	0
Fuel Costs	92.78

#### Comments

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#### Staff Communications

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### ADMINISTRATIVE REPORTS: POLICE DEPARTMENT

Police Department report for the period of January 1 to January 31, 2019.

#### Monthly Statistics

Patrol Mileage	2,667
Dispatched Calls	70
Officer-Initiated Calls	595
Fire Assistance Calls	3
EMS Assistance Calls	1
Motorist/Other Assistance Calls	57
Traffic Stops	41
Parking Issues	2
Burglar Alarm Responses	2
Fire Alarm Responses	3
Residential/Building Checks	310
Ordinance Violations	1
Law Enforcement Agency Assistance Calls	29
Animal Control Calls	5
Larcenies	0
Breaking & Entering Calls	0
Suspicious Person Investigations	0
Suspicious Vehicle Investigations	9
Disturbance Calls	8
Accident Responses	0
Auxiliary Hours Worked (Regular)	32
Auxiliary Hours Worked (Addittional)	24
Truck Turns at Gate	2
MPD Fuel Cost	545.57
Professional Development Hours	1
Town Service	466
MRA Service	219
College Service	8

#### Comments

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#### Staff Communications

- The month of January has been pretty quiet concerning Department activity outside of the normal
-

**ADMINISTRATIVE REPORTS:  
SANITATION**

Sanitation Department report for the period of January 1 to January 31, 2019.

**Monthly Statistics**

Curbside Trash Collected (tons)	20.98
Pay-As-You-Throw Trash Bags Collected	39
Curbside Recycling Collected (tons)	3.68
Pay-As-You-Throw Recycling Bags Collected	39
Cardboard Recycling Collected (tons)	0.9
Unique Curbside Sanitation Stops	1,225
Sanitation Diversion Rate	0.15
Bagged Leaf Pickup	60
Bagged Leaf Pickup	60
Brush Pickup (cubic yards)	82.96
Hauling Fees	\$1,335.44
Tipping Fees	\$645.11
Dumpster Rental Fees	\$203.62
Sanitation Fuel	\$205.12
Contracted Employee Staff Hours	32

**Upcoming Events and Schedule Changes**

- N/A
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**Comments**

- 41 Christmas trees were picked up and chipped this month.
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**Staff Communications**

- Please remember that bagged leaves are only picked up every other week between now and October.
- As always, please remember to tie your trash bags before setting them out for curbside pickup.



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### ADMINISTRATIVE REPORTS: STREETS

Streets Department report for the period of January 1 to January 31, 2019.

#### Monthly Statistics

Miles of Road Maintained	17.12
Miles of New Road Constructed	0
Public Trees Removed	9
Sand Applied to Roads (tons)	8
Ice Melt Applied to Roads (pounds)	300
Monthly Fuel Costs	359.35
Contracted Employee Staff Hours	17.5
Road Closures	0

#### Comments

- N/A
- 0

#### Staff Communications

- We have made good progress on the Public Works facility site preparations. We are now working with MSD.
- We have also installed a drain system to catch the springs that have popped up and we are ready to install blocks for a retaining wall, which staff will install.
- Please keep a watchful eye out for contractors and our crew while road repairs are being made.



## TOWN OF MONTREAT

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### ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the period of January 1 to January 31, 2019.

#### Monthly Statistics

Calls for Service	36
Water Leaks Repaired	0
New Water Lines Installed	0
Water Meters Read	674
Water Meter Replacements	0
Gallons of Water Produced	2,892,900
Monthly Fuel Cost	324.55
Hours Pumped (11 wells combined)	1,449

#### Upcoming Events and Schedule Changes

- N/A
- 

#### Comments

- Well 6 went down last month . Since then we have been testing the well.
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#### Staff Communications

- We have a quote in from Caldwell Well Repair in the amount of \$13,826.00 for repairs to well 6 and have made adjustments in the type of repair. The yield and run time will increase greatly due to the depth and type of pump we are going to install. We are also going to see savings in power due to the type of well pump.
- Per the C.I.P., we have also put the Texas Rd waterline project out using the informal bid process.
- We asked four vendors for quotes, but have only received two returns. We recommend awarding the job to Hyatt Pipeline, Inc. For the amount of \$32,140.00.
- Please leave the heat on and the windows shut if you leave your home for a period of time to avoid leak.



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### ZONING ADMINISTRATION

Zonning administration report for the period of January 1 to January 31, 2019.

#### Monthly Statistics

Approved Zoning Permits	2
Denied Zoning Permits	0
Pending Zoning Permits	2
Variance/Interpretation Granted	0
Conditional Use Permits Granted	0
Permit Extensions Granted	0
Sign Permits Issued	0
Notice of Violations	0

#### Comments

- 
- 

#### Staff Communications

- 
- 
- 

0

**TOWN OF MONTREAT  
FISCAL YEAR 2019  
BUDGET AMENDMENT # 4**

Be it ordained by the Town of Montreat Board of Commissioners that the following amendment be made to the Budget Ordinance for the fiscal year ending June 30, 2019.

**Department(s):** Governing Body and Administration

**Purpose:** Additional amount needed to pay Group Health Insurance premiums for the remainder of fiscal year 2019

**Section 1.** To amend the General Fund as follows:

Line Item	Account Number	Increase Change (DR)	Decrease Change (CR)	Amended Budget
PROFESSIONAL SERVICES	10-00-4100-040		9,252.40	35,167.60
GROUP HEALTH INSURANCE	10-00-4200-060	9,252.40		9,252.40

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

*Darlene Carrasquillo*  
Finance Officer

2-5-2019  
Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Recorded and filed:**

\_\_\_\_\_  
Budget Officer/Town Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

**TOWN OF MONTREAT  
FISCAL YEAR 2019  
BUDGET AMENDMENT # 5**

Be it ordained by the Town of Montreat Board of Commissioners that the following amendment be made to the Budget Ordinance for the fiscal year ending June 30, 2019.

**Department(s):** Governing Body and Administration

**Purpose:** Additional amount needed to pay legal fees for the remainder of fiscal year 2019

**Section 1.** To amend the General Fund as follows:

Line Item	Account Number	Increase Change (DR)	Decrease Change (CR)	Amended Budget
PROFESSIONAL SERVICES	10-00-4100-040		35,167.60	0.00
PROFESSIONAL SERVICES	10-00-4200-040	35,167.60		43,433.45

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

*Darlene Carrasquillo*  
Finance Officer

2-5-2019  
Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Recorded and filed:**

\_\_\_\_\_  
Budget Officer/Town Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

**TOWN OF MONTREAT  
FISCAL YEAR 2019  
BUDGET AMENDMENT # 6**

Be it ordained by the Town of Montreat Board of Commissioners that the following amendment be made to the Budget Ordinance for the fiscal year ending June 30, 2019.

**Department(s):** Water Department

**Purpose:** Additional funds needed for well pump replacements

**Section 1.** To amend the General Fund and Water Fund as follows:

Line Item	Account Number	Increase Change (DR)	Decrease Change (CR)	Amended Budget
UNAPPROPRIATED GENERAL FUND	10-00-2990-000		8,500.00	1,168,365.35
INTERFUND TRANSFER TO WATER – GENERAL FUND	10-00-3915-901	8,500.00		8,500.00
INTERFUND TRANSFER FROM GENERAL – WATER FUND	30-00-3915-901		8,500.00	8,500.00
M & R WELLS	30-91-8100-150	8,500.00		21,521.61

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

*Darlene Carrasquillo*  
Finance Officer

2-5-2019  
Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Recorded and filed:**

\_\_\_\_\_  
Budget Officer/Town Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

**TOWN OF MONTREAT  
FISCAL YEAR 2019  
BUDGET AMENDMENT # 7**

Be it ordained by the Town of Montreat Board of Commissioners that the following amendment be made to the Budget Ordinance for the fiscal year ending June 30, 2019.

**Department(s):** STREET

**Purpose:** Additional funds needed for tree removal

**Section 1.** To amend the General Fund as follows:

Line Item	Account Number	Increase Change (DR)	Decrease Change (CR)	Amended Budget
UNAPPROPRIATED GENERAL FUND	10-00-2990-000		12,000.00	1,156,365.35
CONTRACT SERVICES	10-20-5600-450	12,000.00		13,166.00

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

Darlene Carrasquillo  
Finance Officer

2-5-2019  
Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Recorded and filed:**

\_\_\_\_\_  
Budget Officer/Town Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date



## Town of Montreat

P.O. Box 423, Montreat, North Carolina 28757

Phone: (828) 669-8002 • Fax: (828) 669-3810

### MEMORANDUM: TREE REPORT

TO: MONTREAT BOARD OF COMMISSIONERS  
FROM: BARRY CREASMAN, PUBLIC WORKS DIRECTOR  
VIA: ALEX CARMICHAEL, TOWN ADMINISTRATOR  
SUBJECT: TREE REPORT  
DATE: FEBRUARY 14, 2019

---

In the FY 2019 budget the Town Commission authorized \$14,000 in the Street Department for "Contract Services." \$10,000 was expressly allocated for tree maintenance and removal. Nine trees had to be removed by contractors, five of which required crane rentals adding to the cost. Nine permitted trees removed by staff at a cost savings of \$5,150.00. Thirty-nine trees from storms and other weather-related emergencies were removed by staff at a cost savings of \$24,800. Despite the demonstrated cost saving from in-house arbor work however, \$12,124.00 of the original \$14,000 budget for Contract Services has already been spent or encumbered in the first six months of the year.

Staff has identified an additional forty trees awaiting removal. Thirty can be done by staff in house, but an estimated \$8,800 will be required for outsourcing ten trees due to tree size or complexity. Many of these trees represent dead or dangerous trees that staff feel can not wait until the FY 2020 budget is in effect.

Staff request \$12,000 in new appropriation for tree removal to cover planned and unplanned expenses.

**TOWN OF MONTREAT BOARD OF COMMISSIONERS  
REQUEST FOR BOARD ACTION**

**Meeting Date:** February 14, 2019

**SUBJECT:** RFQ 2019-002 Texas Road Bridge Professional Services Bid Selection

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** E  
**Department:** Administration  
**Contact:** Alex Carmichael  
**Presenter:** Alex Carmichael

**BRIEF SUMMARY:**

On January 14, 2019 the Town of Montreat re-issued a Request for Qualifications (RFQ) from qualified and experienced engineers to prepare design documents for the Texas Road Pedestrian Bridge Project Number 2019-002. The purpose of the project was to prepare design documents for the conversion of Texas Road Bridge from a vehicular bridge to a pedestrian bridge. The project is located on Texas Road, spans Flat Creek, and is identified by bridge number 528. On February 11, 2019, three firms responded with Statements of Qualifications (SOQs): Civil Design Concepts (CDC), Mattern & Craig (M&C), and Vaughn & Melton (V&M.) One firm, (CDC) failed to provide a pdf version of their SOQ, as well as the appropriate number of paper copies, as required by the RFQ. It is unclear if this would constitute a “material variance” or a “minor irregularity” under case law, but the Town’s own RFQ defined these as disqualifying omissions.

G.S. 143-64.31 requires that public agencies select architects, engineers, surveyors, and alternative delivery methods based on qualifications instead of bid process. The statute prohibits counties and cities from asking for pricing information, other than unit pricing, until after the best qualified person or firm is identified. Fees are then negotiated to develop a final contract.

A review committee opened and evaluated the three SOQs in a public meeting on February 13, 2019. The review committee was made up of four members of staff (the Town Administrator, the Finance Officer, the Town Clerk, and the Zoning Administrator), plus the chair of the Bridge Aesthetics Committee. The submitters were evaluated on five weighted areas: 1) Firm experience, reputation, and workload; 2) Key personnel experience; 3) Response to the project objective outlined in the RFQ; 4) Format; and 5) Schedule. A table outlining the SOQ score from each firm and the rank order may be found below.

Rank Order	Firm	Column1	Score
1	Vaughn & Melton		96
2	Mattern & Craig		89.6
3	Civil Design Concepts		84.2

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

1. Move to rank the Statement of Qualifications from firms responding to RFQ 2019-002 in following order for purposes of Professional Services Bid evaluations: Rank 1, Vaughn & Melton, score 96; Rank 2, Mattern & Craig, score 89.6; Rank 3, Civil Design Concepts, disqualified.
2. Move to authorize the Mayor and Town Administrator to enter into negotiations with the highest scoring firm, pending positive reference checks, and if a mutually agreeable contract cannot be negotiated with the highest-ranking firm then to enter negotiations with the second highest-scoring firm.

**FUNDING SOURCE:**

10-20-5600-730      STREET DEPARTMENT      CAPITAL OUTLAY

**ATTACHMENTS:**

RFQ 2019-002 Scoring Rubric Summary, Request for Qualifications Professional Services Texas Road Pedestrian Bridge Project Number 2019-002, Civil Design Concepts S.O.Q., Mattern & Craig S.O.Q., Vaughn & Melton S.O.Q.

**STAFF COMMENTS AND RECOMMENDATIONS:**

1. Staff recommends that the submitting firms be ranked in the following order for purposes of Professional Services Bid evaluations: Rank 1, Vaughn & Melton, score 96; Rank 2, Mattern & Craig, score 89.6; Rank 3, Civil Design Concepts, disqualified.
2. Staff recommends that, pending positive reference checks, the Mayor and Town Administrator be authorized to enter into negotiations with the highest scoring firm, and if a mutually agreeable contract cannot be negotiated with the highest-ranking firm then the Mayor and Town Administrator be authorized to enter negotiations with the second highest-scoring firm.

**Civil Design Concepts (CDC)**

Section	Subject Area	Possible Points	Mason Blake	Angie Murphy	Adrienne Isenhower	Darlene Carrasquillo	Alex Carmichael	Average
1	Firm experience/reputation/workload	25	20	20	21	25	23	21.8
2	Key Personnel Experience	20	18	20	20	18	20	19.2
3	Response to the project objective outlined in the RFQ	25	15	20	19	21	20	19
4	Format	15	12	8	10	10	8	9.6
5	Schedule	15	15	15	15	13	15	14.6
	<b>Total Points</b>	<b>100</b>	<b>80</b>	<b>83</b>	<b>85</b>	<b>87</b>	<b>86</b>	<b>84.2</b>

**CDC Score                      84.2**

**Mattern & Craig (MC)**

Section	Subject Area	Possible Points	Mason Blake	Angie Murphy	Adrienne Isenhower	Darlene Carrasquillo	Alex Carmichael	Average
1	Firm experience/reputation/workload	25	20	22	21	23	24	22
2	Key Personnel Experience	20	16	20	20	20	20	19.2
3	Response to the project objective outlined in the RFQ	25	15	24	22	22	21	20.8
4	Format	15	15	15	15	15	15	15
5	Schedule	15	10	14	13	12	14	12.6
	<b>Total Points</b>	<b>100</b>	<b>76</b>	<b>95</b>	<b>91</b>	<b>92</b>	<b>94</b>	<b>89.6</b>

**MC Score                      89.6**

**Vaughn & Melton (V&M)**

Section	Subject Area	Possible Points	Mason Blake	Angie Murphy	Adrienne Isenhower	Darlene Carrasquillo	Alex Carmichael	Average
1	Firm experience/reputation/workload	25	25	24	23	24	25	24.2
2	Key Personnel Experience	20	20	20	20	20	19	19.8
3	Response to the project objective outlined in the RFQ	25	23	24	22	20	25	22.8
4	Format	15	15	15	15	13	15	14.6
5	Schedule	15	15	15	13	15	15	14.6
	<b>Total Points</b>	<b>100</b>	<b>98</b>	<b>98</b>	<b>93</b>	<b>92</b>	<b>99</b>	<b>96</b>

**V&M Score                      96**

Rank Order	Firm	Column1	Score
1	Vaughn & Melton		96
2	Mattern & Craig		89.6
3	Civil Design Concepts		84.2

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  - c. Statement about conflicts of interest
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3. Staff
  - a. Key Personnel and Unique Qualifications
  - b. Sub Consultants
  - c. Organizational Chart
4. References
5. Project Approach
6. Project Schedule
7. Required Forms
  - a. E-Verify Statement
  - b. Certificate of Insurance
  - c. Iran Divestment Statement
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February 11th, 2019  
Alex Carmichael  
Town Administrator  
Town of Montreat  
P.O. Box 423  
Montreat, NC 28757



Re: Letter of Interest/Statement of Qualifications – Town of Montreat Texas Road Pedestrian Bridge Project

Dear Mr. Carmichael,

We appreciate the opportunity to provide you with our statement of qualifications for the Texas Road Pedestrian Bridge Project for the Town of Montreat.

As established professionals based in Asheville with a staff that includes twelve Professional Engineers licensed in North Carolina, we have the expertise, staffing, and availability to make any project a great success. We have a thorough understanding of the design and permitting process for all facets of civil engineering. The principals of Civil Design Concepts and the majority of our staff are all natives of Western North Carolina. We pride ourselves on the strong local relationships we have established with municipalities, utility providers as well as regional and state regulatory agencies.

In addition to the bridge projects we have completed, we are also currently providing or have recently provided civil engineering services for, The City of Asheville, the Town of Black Mountain, UNC Asheville, Western Carolina University, and AB Tech Community College.

Civil Design Concepts prides itself on its reputation for excellent since the company's inception in 2000. If we are awarded the contract, we will apply our many years of knowledge and expertise to see the project through from start to finish.

The Town of Montreat should select us, not only for our expertise, but for the commitment that we have to seeing Montreat and Western North Carolina grow sustainably. We believe in the work we do and our firm has a unique understanding of WNC. We realize that this project will require significant input from stakeholders. Our firm prides ourselves in our ability to work not just with municipalities but also with the communities that they serve.

We are committed to directly involving the company's principals, construction manager and registered professionals with every aspect of this project to ensure that it is handled with the utmost professionalism and sensitivity. We pride ourselves on being reliable, responsive, accurate, efficient, and we are confident that you would enjoy working with the Civil Design Concepts team. We look forward to the opportunity to meet with you and demonstrate how our experience in Western North Carolina could be an asset for the Town of Montreat. Should you have any questions in the meantime please do not hesitate to contact me.

Respectfully,

Jesse Gardner, P.E.

Civil Design Concepts, PA



## Firm Profile

Civil Design Concepts, PA is a multi-disciplinary civil engineering consulting firm providing civil engineering design services throughout Western North Carolina. Our business started in 2000 and our firm consists of 32 associates including twelve professional engineers with over a century of combined experience. The principals and the majority of our staff members have lived and worked in Western North Carolina most of their lives, instilling a personal desire that development in the area have a positive impact on future generations.

With over 2,000 site development projects completed, we have supported billions of dollars in development in Western North Carolina, East Tennessee and Upstate South Carolina, Civil Design Concepts is widely considered the expert in the region. We are licensed in NC, SC, VA, TN and GA. Our team is composed of engineers, technical, and construction administration staff, with a broad range of experience in site planning, engineering, development and construction oversight. These diverse backgrounds allow us to take a strategic team approach to identifying solutions for the most complex issues.

The Western North Carolina region presents an often-challenging topography, and we strive to minimize impact on the land while maximizing the use and benefit of the property. Our experience in this area has enabled us to develop positive working relationships with local and state regulatory officials - relationships upon which we pride our prompt, efficient and reliable service. Our company is based on ethical conduct, mutual trust, and teamwork, with a primary focus on achieving our clients' objectives. We strive to provide our clients with creative, cost-effective, and timely solutions.

Our services include civil engineering/planning and design services as well as City/Town and regional infrastructure planning, contract administration and construction observation. The following details some of the services we provide:

- Site Planning/Master Planning/ Feasibility Analysis
- Grading/Erosion Control
- Water and Wastewater Infrastructure Extensions/Systems
- Roadway Design
- Storm Water Collection, Detention/Retention Systems, Ponds
- Flood and Hydrology Studies/Environmental Studies/ Permitting
- On-Site Wastewater Systems

# Construction Services

Civil Design Concepts, PA also offers an array of construction phase services including construction observation and inspections, construction administration, project management, and contract administration. Our Contract Administration services include the creation and complete administration of the construction contract including the review of applications for payment, controlling and executing change orders, and contract closeout. Proper contract administration manages the owner's and contractor's expectations, maintains construction costs, and is a key factor in a successful project.

The Project Management services provided to our clients are tailored to each project and the client's specific needs. These services can include the complete performance and/or coordination of services such as: master scheduling, maintaining the project record, design survey, geotechnical coordination, construction materials testing coordination, dry utility coordination, site compliance monitoring, and coordination of soil scientists. These services are offered to all municipal and private clientele in our region. We pride ourselves on the professional relationships that we have developed with owners, regulatory staff, and local contractors, which have streamlined our project execution and closeouts.

## Office Locations

	Asheville Office	Waynesville Office
Physical Address:	168 Patton Avenue Asheville, NC 28801	52 Walnut Street - Suite 9 Waynesville, NC 28786
Telephone:	(828) 252-5388	(828) 452-4410
Fax:	(828) 252-5365	(828) 456-5455
Principal in Charge:	Christopher Eller, P.E. celler@cdcgo.com	Patrick Bradshaw, P.E. patrick@cdcgo.com
Website:	www.cdcgo.com	

## Most Recent Qualification

Jesse Gardner: PE# 035687 (2009) Renewed December 2018

## Conflicts of Interest

There are no conflicts of interest that would preclude Civil Design Concepts in performing this work for the Town of Montreat.

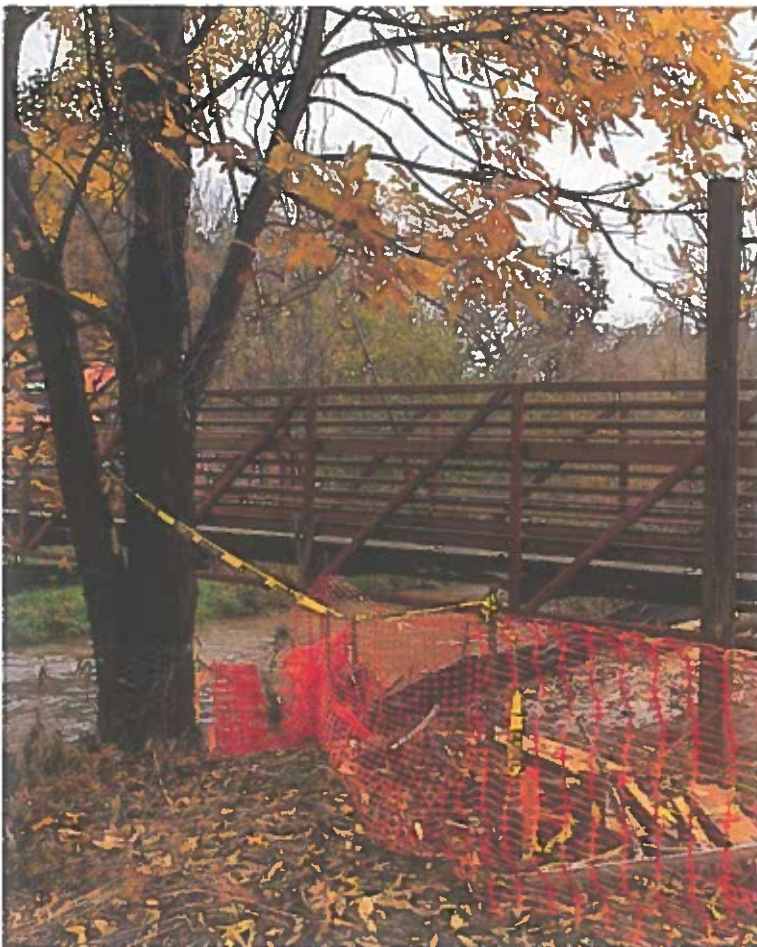
# Western Carolina University

## Cullowhee Creek Pedestrian Bridge

Civil Design Concepts has worked closely with Western Carolina University on a Pedestrian Bridge that connects two parts of campus. CDC worked with a local artist, Sheena Kohlmeyer, who had previously painted the bridge to help to finalize the design of the new steel bridge.

*"It's unusual, but a painting led to providing the visual evidence of the prior bridge, with a viewpoint and perspective of the original site in the floodplain, that was needed to gain an OK for construction," Patrick Bradshaw*

Civil Design Concepts provided site design, environmental impact and floodplain studies for this project. The bridge was placed in November of 2018 and is open to the public.



*"The Old Bridge" by Sheena Kohlmeyer*

### Reference

Western Carolina University  
Joe Walker, P.E.  
Associate Vice Chancellor of  
Facilities Management  
3476 Old Cullowhee Rd  
Cullowhee, NC 28723  
828-227-7411

# Haywood Community College

## Sawmill Drive Improvements

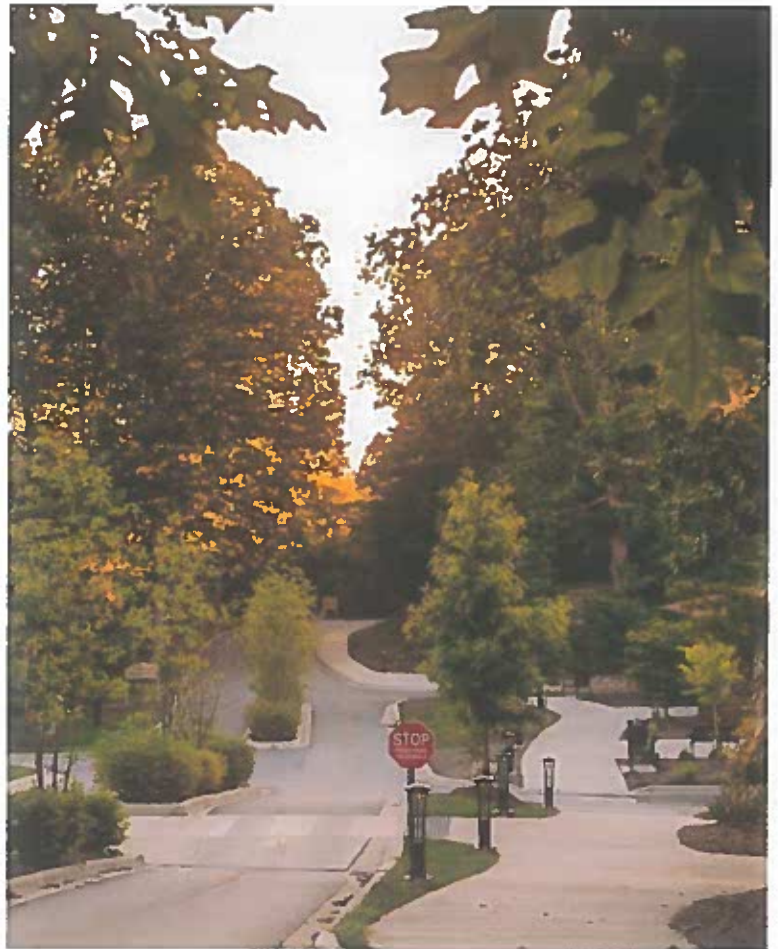
Civil Design Concepts prepared the design plans, obtained approvals and administered the construction contracts for a road improvement project located on the Haywood Community College Campus.

Civil Design Concepts prepared the full scope of site development drawings for this project including the site plan, grading, and storm water quality. Our team acquired all applicable permits, including zoning compliance. CDC also performed the project management services for the site-related elements of project. The project management scope included construction observation reports, oversight of off-site utilities, and coordination with contractors.



### Reference

Haywood Community College  
Brek Lanning, AIA  
Director of Campus Development  
185 Freedlander Dr,  
Clyde, NC 28721  
(828) 565-4027



# City of Asheville

## Clingman Avenue Streetscape

The Clingman Avenue Streetscape project was a streetscape renewal plan for the Clingman Avenue corridor and inner areas in downtown Asheville. This includes street enhancements, analyzing existing infrastructure, and identifying necessary improvements for approximately a mile of roadway.

This project received input from the NCDOT (as they participated in design and construction funding for the project), the City of Asheville staff, and neighboring property owners. The requirements, desires, and objections from those contributors were fully incorporated to make the project a true enhancement to the community. The Clingman Corridor connects downtown Asheville to the West Asheville Community. This enhancement project integrated vehicular, bus, pedestrian and bicycle interaction. This provided a connection for the community and was constructed to become a “complete street” for an urban corridor. The project was funded using NCDOT enhancement funds and other public funding sources.



### Reference

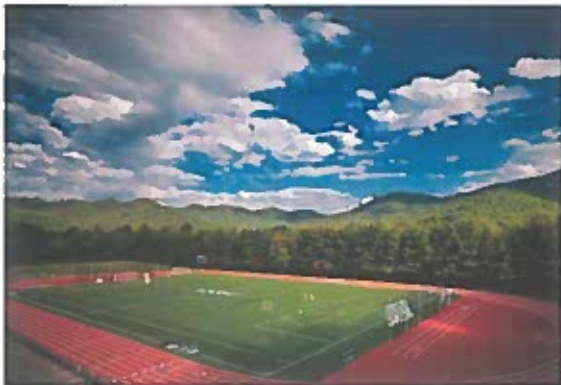
City of Asheville  
Greg Shuler, P.E  
Engineering Services  
Manager  
(828) 259-5617

# Montreat College

## Sports Complex

Montreat Sports Complex is an all new multisport complex that features a new bathhouse and an entirely new synthetic turf and infill playing surface that is made up of organic material instead of the more typical ground rubber infill. This field is the first field of its kind in Western North Carolina.

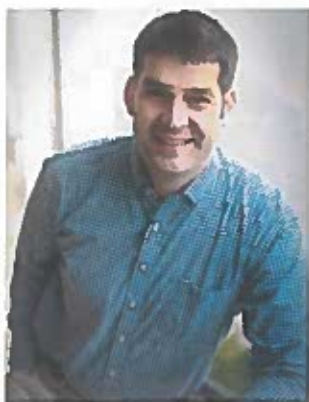
Civil Design Concept's scope included initial feasibility analysis, infill research and selection, planning approvals, and design of site work including track and field layout, utilities, storm water, and pedestrian circulation. CDC was also integrally involved in construction and contract administration for the site development portion of the project. The project was completed on-time and within the owner's budget.



### Reference

Montreat College  
Jose Larios  
Athletic Director  
310 Gaither Cir.  
Montreat, NC 28757  
(828) 669-8012 x 3422





**Jesse M. Gardner, P.E.**  
**Partner/Director of Design**

As Director of Design, Jesse is a detail oriented engineer focused on identifying creative and cost effective design solutions, while still meeting the project requirements. He has experience in projects that range from private urban infill projects to large municipal infrastructure projects.

Jesse is skilled in road design, utility infrastructure design, grading, storm water management, flood modeling/permitting, and water & sewer pumping stations.

Beginning his professional career in 2004 and joining Civil Design Concepts in 2005, Jesse brings design and regulatory experience to a variety of projects throughout Western North Carolina.

### **Education**

Montreat College B.S. in Mathematics  
NC State University Masters in Engineering

### **Registrations**

Registered Professional Engineer  
North Carolina PE# 035687 (2009)

### **Recent Project Experience**

WCU Noble Residence Hall  
WCU Lot 73  
Mayland Community College Observatory  
NC State Veterans Nursing Home  
UNCA Rhodes Hall  
Montreat College Sports Complex  
Carrier Park Lawn Bowling



*AC Hotel - Asheville, NC*



*Montreat Sports Complex-Montreat, NC*



*Rhodes Hall - UNC Asheville*



*Aloft Hotel - Downtown Asheville*



## **Jason Pass** **Construction Manager**

Jason brings attention to detail in projects ranging from small local developments to complex multi-tier international design build installations, overseeing every aspect of the project from initial development through project completion.

In his current role as Construction Manager, Jason is adept at working with the design team and the client from project inception. Jason acts as a knowledgeable and resourceful team member for the benefit all vested parties. Drawing on his years of experience, Jason helps guide the project team in navigating complex rules, regulations, and ordinances. He prides himself in working with contractors and municipalities to ensure that projects meet deadlines, budget constraints and compliance requirements.

### **Education**

Appalachian State University

### **Recent Project Experience**

Stormwater Inspections

Asheville Middle School

WCU Noble Hall

WCU STEM

WCU Central Drive Improvements

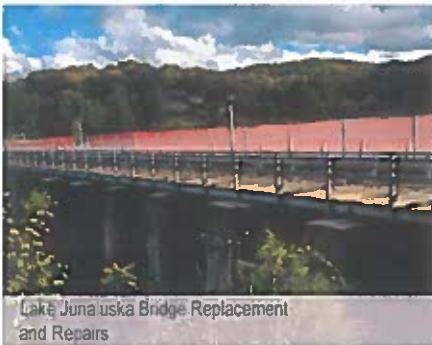
Fletcher Mixed Use



*Arby's - Patton Ave.*



*Asheville Middle School - Downtown Asheville*



**PAUL FAMA** is a project manager in the Asheville office. His responsibilities are to oversee and assist engineering team in performing calculations and develop structural models for building and bridge components, as required on a variety of residential, government, industrial, commercial, and institutional projects. Paul's expertise includes design of steel, reinforced concrete, masonry and wood. He has extensive experience in building design, private bridge design, technical studies and forensic investigations,

**4**  
states

**12**  
years  
exp.

**BS**  
civil eng  
Clemson

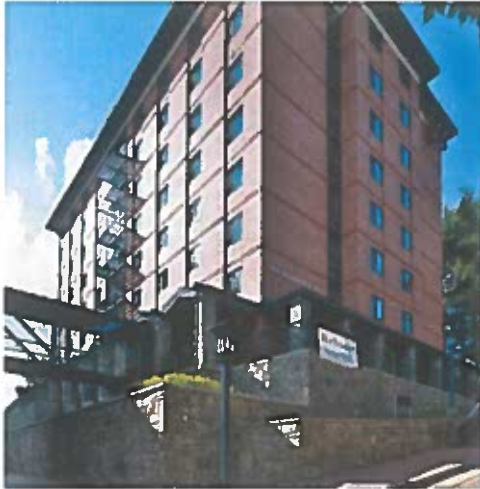
**MS**  
civil eng  
Clemson

**50**  
design awards

**14**  
states  
registered

**100+**  
employees

Honors and Engagement Community  
Appalachian State University  
Boone, North Carolina



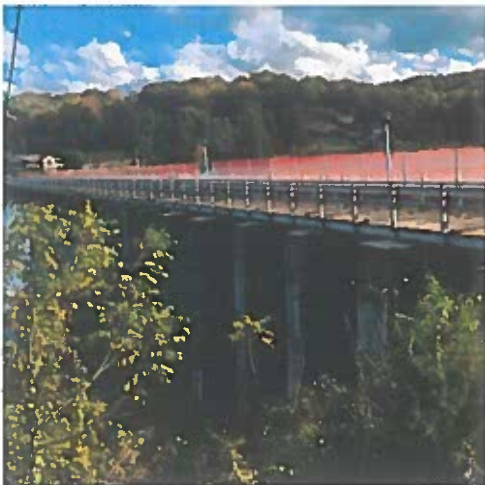
The new Student Union Addition, Residence Tower and Academic Annex are designed to receive LEED certifications, thus providing a comfortable, healthy, green living and learning environment. The design team employed the latest three-dimensional Building Information Modeling software to design, detail and help facilitate the construction of the building from foundations through interior finishes. SKA provided engineering services for Structural, Mechanical, Electrical, Fire Protection, Plumbing and Building Envelope, thus helping to facilitate the coordination effort for the four different buildings, which includes a pedestrian bridge and Regional Utility Building that is the utility hub for this area of campus.

Salisbury Pedestrian Bridge  
Parking Garages 64/66, 75 and 76  
Raleigh, North Carolina



SKA completed a condition assessment and evaluation of downtown Raleigh parking garages and pedestrian bridge. The structural system consisted of precast members such as double tees, light wall panels, and columns. Elements such as the foundation walls were cast-in-place concrete. SKA identified numerous locations that had extensive deficiencies including major failures at the precast connections, barrier cable systems, cast-in-place concrete stair towers, and the post-tensioned pedestrian bridge. The repairs included items such as applying coating systems to the concrete, repainting the steel handrails, and caulking the joints in the precast concrete.

Lake Junaluska Dam  
Bridge Replacement and Repairs  
Waynesville, North Carolina



SKA is currently performing condition assessment on the Lake Junaluska Dam Bridge project which will include replacement and repairs. Project is currently under construction.

# Legerton

## ARCHITECTURE

Legerton Architecture, P.A.

Asheville, NC

Legerton Architecture (LA) is an 8-person firm specializing in the design of educational, institutional, commercial, and multi-family housing projects, and individual residences. LA's work has included designs for a diverse array of clients, including cities and municipalities, community groups, healthcare providers, business owners, schools and universities, non-profits, housing authorities, and homeowners.

With our detailed project research and participatory design processes, LA facilitates stakeholder input to produce responsive design. We use Building Information Modeling (BIM) to provide extensive 3D documentation and imaging of our designs. These tools help create an educated client and community understanding of the projects, which then aids in fund-raising efforts and in achieving public acceptance and approval. Our highly detailed construction documents also facilitate more accurate bidding by contractors and well-constructed buildings.

We integrate environmental sustainability into all of our projects, engaging the expertise of the six members of our staff who are LEED Accredited Professionals. We are working with the Housing Authority of the City of Asheville (HACA) to seek LEED Certification for the Arthur R. Edington Education and Career Center, as well as the new Isaac Dickson Elementary School for the Asheville City Board of Education.

We live and work in Buncombe County and we are committed to serving our local community through design. Several of our staff members are engaged in community service endeavors outside of the office, such as serving on non-profit boards. In 24 years of practice, our longest repeat client is the Housing Authority of the City of Asheville, for whom we have designed housing, community buildings, and renovations. We also frequently engage with City of Asheville and Buncombe County staff throughout the permitting process, from early assistance meetings to building inspections. Every member of our team shares the philosophy that careful listening is the critical first step of any design project.

### JOHN LEGERTON, AIA, LEED AP BD+C, Team Lead, Architecture

John has over 43 years of providing professional architectural design and planning services for a wide variety of clients and 24 years as principal of Legerton Architecture. John has been a member of the American Institute of Architects (AIA) for the past 34 years.

John is also an engaged citizen in the greater Asheville community. For eight years, he served on the Asheville City Board of Education, with four years as Board Chair, and has served as Board Liaison to many committees focused on student achievement and healthy school development.



### EDUCATION

- University of Pennsylvania (Graduate School of Fine Arts) Master of Architecture, 1979 (Teaching Fellow) 1982
- Georgia Institute of Technology (College of Architecture) Bachelor of Science with Honors, 1975

### REGISTRATIONS

- North Carolina and South Carolina architectural licenses
- National Council of Architectural Registration Boards (NCARB)

### AFFILIATIONS

- American Institute of Architects
- U.S. Green Building Council LEED Accredited Professional, Building Design + Construction Specialty

# Left Bank Montreat Conference Center

Montreat, NC

The Town of Montreat, is a 4,000 acre mountain community located at the foot of Greybeard Mountain and surrounded by the Blue Ridge Mountains. In 1905, the Montreat Conference Center was founded to serve the spiritual and recreational needs of guests from around the region, and then later, the entire country. The Montreat Conference Center commissioned Legerton Architecture in 2010 to renovate the Left Bank Building of the Montreat Conference Center, an historic 2,282 square-foot lakeside property.

The firm led a participatory design process, welcoming and incorporating input from Conference Center staff, major project donors and members of the community. The new program included two large "Smart" meeting rooms, a renovated kitchen, new accessible restrooms, and new signage.

Legerton Architecture was also tasked with improving accessibility throughout the building by adding a vertical lift, ramps and handrails throughout the space. As with all our projects, sustainable strategies were incorporated into the design, such as above-code insulation, replacement of existing windows with high performance windows, and installation of high-efficiency lighting, plumbing and HVAC systems.

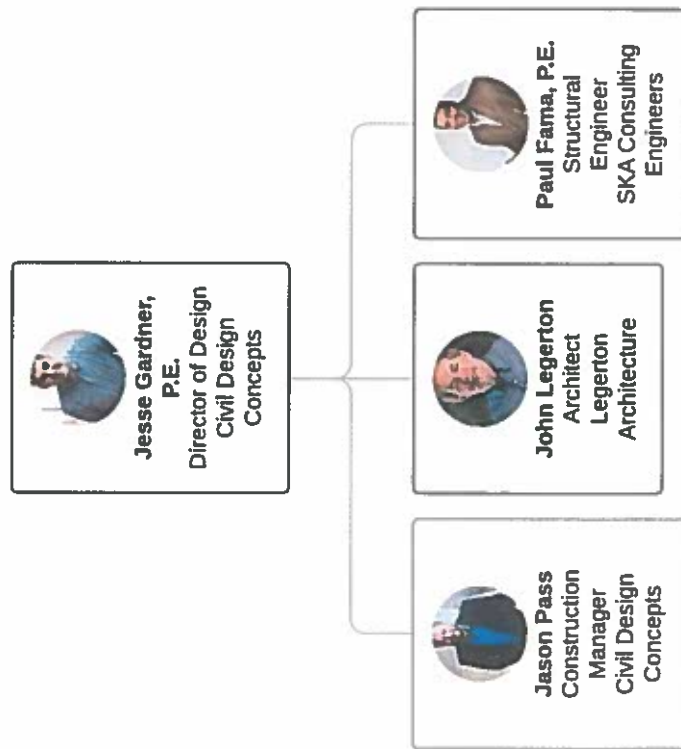
Type: Public Renovation  
Size: 2,282 SF  
Year: 2010  
Contact: Pete Peery, Former President of  
Montreat Conference Center  
828.669.8002





**Town of Montreat  
Texas Road Pedestrian Bridge  
Organizational Chart**

Submitted | February, 11th 2019





## References

Western Carolina University  
Joe Walker, P. E.,  
Associate Vice Chancellor of Facilities Management  
3476 Old Cullowhee Rd  
Cullowhee, NC 28723  
828-227-7411

Town of Black Mountain  
Josh Harold  
Town Manager  
160 Midland Avenue  
Black Mountain, NC 28711  
(828) 419-9300 ext. 310

Haywood Community College  
Brek Lanning, AIA LEED AP  
Director of Campus Development  
185 Freedlander Drive  
Clyde, NC 29721  
(828) 565-4027

Mayland Community College  
Dr. John C. Boyd, President  
PO Box 547  
Spruce Pine, NC 28777  
(828) 765-7351

Villages of Cheshire  
Sikes Ragan  
PO Box 298  
Black Mountain, NC 28711  
(828) 669-6657

# Civil Design Concepts Approach

Civil Design Concepts takes pride in having successfully completed numerous challenging projects in this region over past several years. We understand the importance of maintaining project schedules. The need to have a project completed in a timely manner is very important, especially with relation to budgets and funding timelines. Keeping this in mind, we have developed a series of Unique Processes TM, in which we take a team approach that integrally involves the client:

**Vision Builder** – Develop a general analysis of existing infrastructure capacities as well as identifying capacity required and necessary improvements to accommodate the proposed project objectives. Additionally, we develop a program with the owner to specifically identify the desired outcomes and prioritize aspects of the project that the owner identifies as being critical to making the project a success.

**Concept Development** – From the program established through the Vision Builder and any additional constraints identified we develop and/or evaluate preliminary designs and proposed master plans for constructability. We analyze all potential options for resolving obstacles that could compromise the project objectives. These are typically the items that provide the most opportunity for value engineering and have the greatest impact on costs.

**Engineered Solution** – Once we have performed our own due diligence and proven the project's viability, we begin the detailed design and the permitting process. Being equipped with the local relationships, which all the principals of the firm have spent a lifetime developing, we are able to work through the permitting process effectively and efficiently, minimizing the approval process time and expediting the construction process.

**Contract Approach** – With pending approvals we begin working with the owner to develop bid documents that carefully define the scope of work for the project. This process is critical to assuring the project objectives are achieved while simultaneously controlling quality, cost and schedule. Once the bidding process is complete and a contractor has been selected, the bid documents will be conformed into the project contract documents.

**Observation Program** – We work hand in hand with the owner and the contractor to provide responsive on-site administration and to be available for consultation as needed to assure construction progresses efficiently and is not delayed. We will provide all necessary inspections and observations required to ensure that the job is completed in accordance with the project specifications. With on-site observation specialists acting as liaisons between the field and our engineers, we work to minimize issues for both the owner and the contractor.

**Completing the Vision** – As a project nears completion, we will schedule a pre-closeout meeting with the owner and contractor to develop a detailed schedule and discuss the specific responsibilities of the surveyor, contractor, engineer and owner, which are required to complete the closeout of the project and assure that it is ready to use without delay.

## **CDC's Experience with Planning, Design & Estimating Construction Costs**

The CDC staff has participated in planning and design for numerous municipal, commercial, and residential projects over our 18-year history. Each of these projects required an evaluation and/or creation of water and sewer infrastructure to accommodate the project. We have worked on projects from one acre to 2,000 acres. They all required careful consideration of existing conditions and service area, but most importantly future development and growth potential to ensure that the project is sustainable for the design life of the infrastructure being installed.

CDC has built strong relationships with dozens of contractors and suppliers in WNC that we constantly communicate with for accurate pricing information in order to stay current with the often, monthly fluctuations with material prices. In addition, we maintain a database of previous bid items which are heavily utilized for cost estimating purposes. We have also developed a cost estimating process within CDC to define specific points of time throughout the design process where updated estimates are generated. As certain project milestones are achieved, updated cost estimates must accompany the design process to avoid surprises at the completion of design. Determining that the project funds available are insufficient is never good news, but especially when it is not realized until bids are received. CDC establishes a schedule for design review meetings early in the design process, but these are typically conducted after preliminary design (25%), 75% design, 90% design, and design completion. An updated cost estimate is prepared at each of these milestone dates to ensure that the project team is constantly aware of the project cost and can proactively manage any design and/or financing modifications necessary to meet the project objectives.

## **CDC's Experience with Conducting Planning Activities & Public Meetings**

Civil Design Concepts has an extensive experience of working with area Municipalities' planning and engineering departments to complete the required planning and permitting stages of a project. In addition, we have established excellent relationships with state and federal regulatory offices (NCDENR, USACE, etc.) and funding agencies. CDC has guided over 100 projects through the planning process over the past three years, including municipal water and sewer extensions, commercial, institutional, and residential development projects. Public meetings and forums are a part of this process, and the managers at CDC excel at this process.

## **CDC's Experience in Planning, Design, and Estimating Projects**

Civil Design Concepts has experience in planning and design of all facets of civil engineering design. Our experience, as shown in the Project Experience section above, is a testament to that statement. We have a thorough understanding of the permitting process and have successfully guided many similar projects through design review, approvals and construction. Having designed, permitted and completed hundreds of projects in the past five years, we are a logical choice to provide you the service you need on this project.

## **Project Schedule**

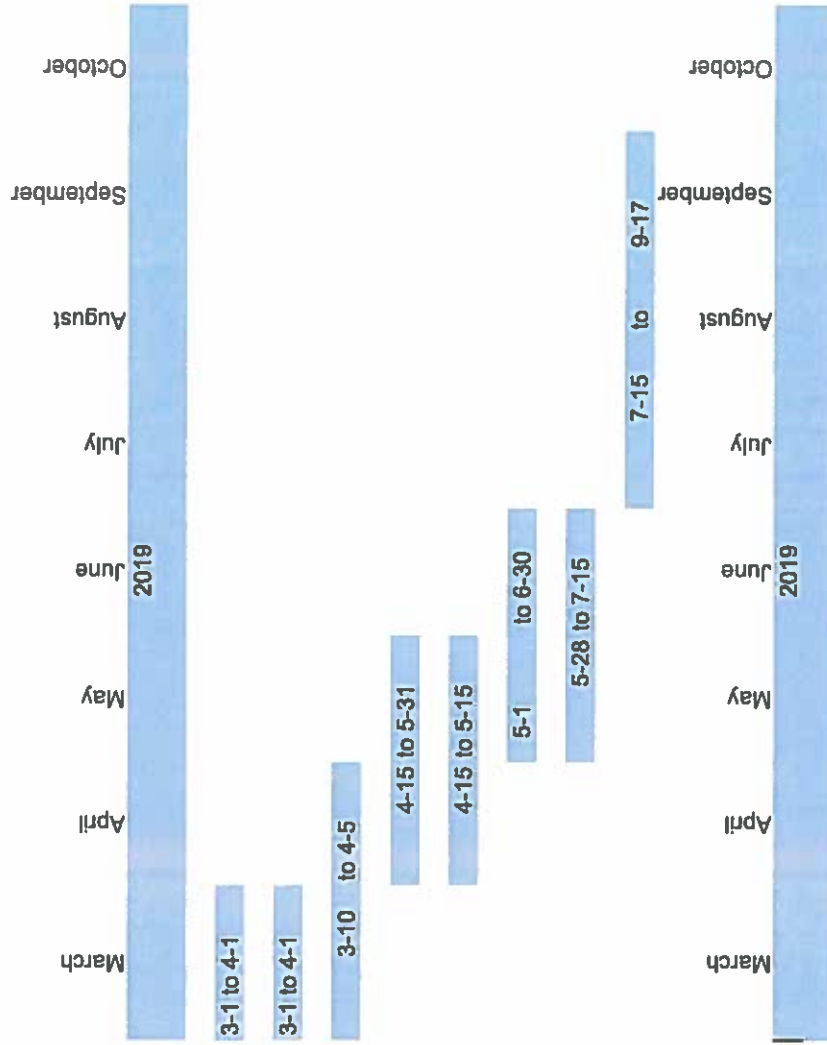
Civil Design Concepts (CDC) understands the importance of maintaining project schedules. Our knowledge and strong long-term relationships with local municipalities, regulatory agencies, and funding agencies has made us keenly aware of the important role that schedules play in project success. We understand Yancey County's need to have this project completed in a timely manner is very important, especially with relation to budgets, funding timelines, public perception and on this project, public need. CDC recognizes this fact and has worked diligently to prepare an aggressive yet realistic schedule that will produce a high-quality project in the minimum amount of time.

Our firm uses several management tools including budgeting and scheduling software. The scheduling software is an effective tool to constantly monitor and update the project's performance with respect to time, but is also effective at assigning team responsibilities and producing cost loaded schedules that can predict capital expenditures for the project. Our project budgets are tracked within our accounting project management software.

Our principals and project managers are constantly updated of each project's status, which allows them to monitor the activity status and necessary level of effort required to complete a specific project on schedule. The technical strength and depth of our staff allows our managers to make necessary adjustments to accommodate some of the unforeseen issues that periodically arise during the course of a project that can affect milestones and schedule.



# Proposed Schedule for Texas Road Pedestrian Bridge



February 5, 2019

Mr. Chris Eller  
President  
Civil Design Concepts PA  
168 Patton Ave.  
Asheville, NC 28801

Dear Mr. Eller,

This will acknowledge that your employees are under a co-employment relationship with Landrum Professional Employer Services (LandrumHR). As a co-employer for these employees, LandrumHR is the employer of record for payroll processing, payroll tax reporting and for various other administrative purposes.

It is LandrumHR's firm policy that all persons are entitled to equal employment opportunity regardless of race, color, relation, gender, national origin, age, disability, marital status or veteran status. In compliance with all federal and state civil rights laws, Landrum advises its clients to make every effort to employ and promote the most qualified individuals without regard to the above factors.

Additionally, as a service to you, LandrumHR has participated in the E-verify Program since June 4, 2004 (which is currently under the Department of Homeland Security). Since that time, any of your employees that were hired through LandrumHR were processed through the E-verify Program for I-9 purposes. LandrumHR's E-verify company ID number is 7547.

Please direct any questions regarding these matters to my attention at (850) 266-6242.

Sincerely,



Andrea Johnson  
Client Care Manager





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Consultants, Inc. P.O. Box 2490  Davidson NC 28036	CONTACT NAME: Doug Farber PHONE (A/C, No, Ext): (704) 799-1600 E-MAIL ADDRESS: cert@imcpl.com FAX (A/C, No): (704) 799-2955
INSURED Civil Design Concepts, PA, DBA: CDC 168 Patton Ave  Asheville NC 28805	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 13056 20443

## COVERAGES

CERTIFICATE NUMBER: 7/1/18 All Lines Renewal

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0002361	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits- Each Employee \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PBA0001549	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist combined air \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSB0001728	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			AER591911290	7/1/2018	7/1/2019	Each Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Specimen Copy

## CERTIFICATE HOLDER

## CANCELLATION

Specimen Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Todd/DGF

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Trustpoint Insurance 16 East Church Ave  Roanoke VA 24010		<b>CONTACT NAME:</b> Trish Clark <b>PHONE (A/C, No, Ext):</b> (540) 389-0261 <b>E-MAIL ADDRESS:</b> tclark@trustpointins.com <b>FAX (A/C, No):</b> (888) 872-5496	
<b>INSURED</b> SKA Consulting Engineers, Inc. 300 Pomona Drive  Greensboro NC 27407-1620		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Selective Insurance Group <b>INSURER B:</b> Lloyds of London <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 524210 15792	

**COVERAGES****CERTIFICATE NUMBER:** 18-19 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		S2371919/S2371920	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		S2371919/S2371920	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ -0-			S2371919/S2371920	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9043544	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			PG1ARK0491203	04/21/2018	04/21/2019	Each Claim \$2,000,000 Aggregate \$3,000,000 Deductible \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Montreat as additional insured for General Liability

**CERTIFICATE HOLDER****CANCELLATION**Civil Design Concepts, P.A.  
Post Office Box 5432

Asheville

NC 28813

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Patricia L. Clark*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Insurance Management Consultants, Inc. P.O. Box 2490		<b>CONTACT NAME:</b> Doug Farber <b>PHONE (A/C, No, Ext):</b> (704) 799-1600 <b>E-MAIL ADDRESS:</b> cert@lmcipis.com <b>FAX (A/C, No):</b> (704) 799-2955	
Davidson NC 28036		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Legerton Architecture, PA 21 N. Liberty Street  Asheville NC 28801		<b>INSURER A:</b> RLI Insurance Company	
		<b>INSURER B:</b> Continental Casualty Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 19/20 All Lines Renewal**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0005982	01/22/2019	01/22/2020	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
						GENERAL AGGREGATE \$ 4,000,000	
						PRODUCTS - COMP/OP AGG \$ 4,000,000	
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0005982	01/22/2019	01/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	PSW0003425	01/22/2019	01/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
			E.L. EACH ACCIDENT \$ 100,000				
			E.L. DISEASE - EA EMPLOYEE \$ 100,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				
B	Professional Liability			AEH113837998	01/18/2019	01/18/2020	Per Claim \$1,000,000 Aggregate \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Texas Road Pedestrian Bridge: Bid #2019-002

**CERTIFICATE HOLDER****CANCELLATION**Town of Montreat Attn: Alex Carmichael  
96 Rainbow Terrace

Black Mountain

NC 28711

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

### Iran Divestment Act Certification

Civil Design Concepts certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. February 11<sup>th</sup> 2019

### Israel Boycott Contracting Statement

By signing below, Civil Design Concepts certifies that they do not currently boycott Israel, and will not boycott Israel during any time in which they are entering into, or while in contract, with the Town of Montreat. If at any time after signing this certification Civil Design Concepts decides to engage in a boycott of Israel, they must notify the Town of Montreat in writing.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Jesse Gardner  
Civil Design Concepts  
168 Patton Ave.  
Asheville, NC 28801

## Sample CONSULTING SERVICES AGREEMENT

This contract entered into this 11<sup>th</sup> day of February, 2019 by & between Alex Carmichael 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 provided 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 December 11, 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 15<sup>th</sup> 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.

**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. Indemnification and Hold Harmless Agreement:** Civil Design Concepts, P.A. shall indemnify, protect, defend and save harmless the Town of Montreat, its agents and employees from and against any and all claims, demands, judgments, or causes of action, including costs and attorney's fees by any party or parties whatever for loss damage, injury, fines or penalties of any kind or character either to persons or property directly or indirectly arising out of the actions or inactions of the contractor with respect to Civil Engineering and Construction Administration services provided for the Texas Road Pedestrian Bridge Project, #2019-002 except such loss, damage or injury as is caused by the sole negligence of the Town of Montreat. Th is indemnity agreement shall impose liability on Civil Design Concepts, P.A. to the fullest extent permitted by the laws of the state governing performance thereof, and any provision hereof not permitted by such laws is expressing deleted from said agreement.

**18. Attachments to this document:** Exhibit A, "Proposal For Services" for Alex Carmichael.  
Town of Montreat  
Dated February 11<sup>th</sup>, 2019

**Client Authorized Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**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



REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

# Town of Montreat, NC



## Texas Road Pedestrian Bridge

RFP Number: 2019-002

February 11, 2019  
4:00 pm

### CONTACT:

James B. Voso, PE, Principal-in-Charge  
[jbvoso@matternandcraig.com](mailto:jbvoso@matternandcraig.com)



**Mattern & Craig**  
ENGINEERS • SURVEYORS

12 Broad Street • Asheville, NC 28801 • [matternandcraig.com](http://matternandcraig.com)



# 1. Introduction

## Table of Contents

### Request for Qualifications

#### Texas Road Pedestrian Bridge Professional Engineering Services Town of Montreat

SECTION	DESCRIPTION
1	<b>Introduction</b> <ul style="list-style-type: none"><li>• Table of Contents</li><li>• Introductory Letter</li></ul>
2	<b>Statement of Qualifications</b>
3	<b>Staff</b>
4	<b>References for Similar Projects</b>
5	<b>Project Approach</b>
6	<b>Project Schedule</b>
7	<b>Required Forms</b>
8	<b>Standard Engineering Services Contract</b>



**The Flowering Bridge – Lake Lure, NC**  
Bridge and greenway engineering services  
provided by Mattern & Craig

Michael S. Agee  
Steven A. Campbell  
Randy W. Beckner  
Bradley C. Craig  
Wm. Thomas Austin  
David P. Wilson  
James B. Voso  
Randy L. Dodson  
Chad M. Thomas  
Jason A. Carder



Edwin K. Mattern, Jr. (1949-1982)  
Gene R. Cress (1935-2014)  
Sam H. McGhee, III (1940-2018)  
Stewart W. Hubbell (Retired)  
J. Wayne Craig (Retired)

## Introductory Letter

February 11, 2019

Mr. Alex Carmichael  
Town Administrator  
96 Rainbow Terrace  
Black Mountain, NC 28711

RE: RFQ Number: 2019-002  
Professional Engineering Services  
Texas Road Pedestrian Bridge

Dear Mr. Carmichael:

Please find enclosed Mattern & Craig's response to the Town of Montreat Request for Qualifications for the 2015 Texas Road Pedestrian Bridge project. The Mattern & Craig Project Team is pleased to express our interest and to have the opportunity to partner with the Town of Montreat on this exciting project.

Mattern & Craig provides surveying and engineering services to municipalities, State government and private clients throughout Western North Carolina and the Southern Appalachian Region. We are not currently under contract to provide services to the Town of Montreat or related entities and there would be no conflict of interest for our team to provide the Town with the services associated with the Texas Road Pedestrian Bridge Project.

Mattern & Craig is pleased to have a chance to be a part of the Town of Montreat's continued efforts to improve their outdoor recreation opportunities and to improve the functionality and expand the pedestrian and bike network. As such, Mattern & Craig has thoughtfully crafted a team to ensure every aspect of this outdoor recreation project respects the mutually shared values of the environmental stewardship and community redevelopment of the Town.

Our team is committed to the same core values as the Town of Montreat and our practices have been built on our continuous efforts to strengthening and sustaining communities. With decades of combined experience delivering projects with creativity, and resourcefulness our team is particularly well suited to plan and design an outcomes that preserve a thoughtful and effective expansion of the pedestrian and bike network.

Our team will bring unmatched professionalism, effectiveness and efficiency to the process:

- Mattern & Craig: Engineering Services - (Planning, Design, Construction Documents and Construction Administration.)
- Engineering Consulting Services (ECS) – Geotechnical Services

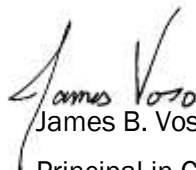
This proposal contains information demonstrating our capacity, qualifications, experience and resources to perform the required services for this project and is summarized as follows:

- **Statement of Qualifications** – our Team's experience including project type and location of similar work performed as well as current ongoing projects and the percentage of completion. Project experience to include specific proficiency in conducting planning activities and public meetings, planning, design, estimating construction and required utilities.
- **Staff** – Outline of staff and key personnel including Subconsultants that will be directly involved and their assigned role for this project including an Organizational Chart. Resumes to include experience, unique qualifications, education, and professional credentials.
- **References** – Listing of team's previous similar experience performed within the last three (3) years including construction administration.
- **Project Approach** – Outlines Mattern & Craig's and our proposed sub-consultants understanding of the work to be performed, and includes innovative approaches to be utilized. Project approach includes a plan to solicit community involvement to gather data, a preliminary schedule and our innovative approach.
- **Project Schedule** - Capacity chart to outline workload and availability of personnel to be assigned.
- **Required Forms**
- **Standard Engineering Services Contract**

It is our sincere objective to demonstrate adherence to your goals, schedules, and budgets. Our firm's mission is to continually strive to maintain an excellent, long-term client relationships. We value the relationship that we have built with the Town and look forward to continuing it on this and future projects.

We truly appreciate your consideration of our proposal and are eager to discuss the benefits our qualifications and approach bring to you and the Town of Montreat. Should you have any questions or comments, please contact me at 828-254-2201 or by email at jbvoso@matternandcraig.com.

Respectfully submitted,  
**MATTERN & CRAIG, INC.**

  
James B. Voso, P.E.  
Principal-in-Charge

JBV/lrm



## 2. Statement of Qualifications

Since 1978



12 Broad Street  
Asheville, NC 28801



206 Cooper Street  
Suite 117  
Statesville, NC 28677



429 Clay Street  
Kingsport, TN 37660



403 East Market Street  
Johnson City, TN 37601



701 First Street, S.W.  
Roanoke, VA 24016

### Mattern & Craig General Experience



Mattern & Craig, Inc. is an engineering and surveying firm specializing in providing civil and structural services to local and state governments and their agencies. We are a regional firm delivering quality and value to clients in North Carolina, Tennessee and Virginia. Our projects stay on schedule, within budget, with negligible change orders during construction, at economical design fees. We are known for our many excellent, long-term client relationships.

Our client benefits include:

- a Principal/Owner on every project team and in daily contact with the work, ensuring you 1) a strong advocate with authority to allocate necessary resources to get your project done on time and within budget; and 2) continuity of service from start to finish;
- complete surveying services performed by the firm's in-house field survey crews to meet your critical time schedules;
- an Employee Stock Ownership (ESOP) plan that leads to motivated personnel providing outstanding service;
- a Total Quality Management (TQM) plan, ensuring your needs are met throughout the project;
- a \$4,000,000 professional liability insurance policy; and
- an approved Affirmative Action Plan.

### Areas of Service

Mattern & Craig provides comprehensive in-house engineering services from project planning studies and financing through final inspection and certification of construction.

**Our most recent NCDOT qualification was March 22, 2018.** Our services include:

✓ Sidewalks and Bicycle Lanes	✓ Sewer Studies & Rehabilitation
✓ Streets and Highways	✓ Infiltration/Inflow Studies
✓ Traffic Engineering	✓ New Bridge/Structural Design
✓ Public Participation Processes	✓ Bridge & Structural Inspection & Rehab
✓ Bid Process/Construction Administration	✓ Federal & State Grant Programs
✓ Comprehensive Survey Services	✓ Capital Improvement Programs
✓ Easements & Plat Documents	✓ Storm Drainage & Flood Control
✓ Water Distribution, Storage & Treatment	✓ Site Planning & Development
✓ Wastewater Treatment & Collection	✓ Stream Restoration

### Personnel

Mattern & Craig's experienced staff averages 70 employees, including:

- 25 Graduate Engineers (Civil, Sanitary, Structural, and Transportation)
- 5 Licensed Surveyors
- 9 Resident Construction Inspectors
- Engineering and Surveying Technicians and Draftspersons
- Administrative Personnel

The firm has additional personnel available from other offices that can be utilized as needed to meet critical time schedules. **No Mattern & Craig or ECS staff have any conflict of interest with this project.**



## 3. Staff

Mattern & Craig's policy is to assign an owner of the firm to every project to assure continuity on every task and to provide the Town with one individual responsible for ensuring the Town of Montreat's needs are met. Under this contract, James B. Voso, PE, will perform this role for Mattern & Craig.

### Introduction to our Key Staff Members

Our Mattern & Craig personnel have extensive pedestrian bridge, trail/sidewalk, hydraulic design and traffic control experience. The following is a list of specific key personnel that would be assigned to this project and some unique qualifications of these individuals.



**James B. Voso, PE, Mattern & Craig, Principal-in-Charge** - Mr. Voso has 28 years of engineering experience, 11 of which were with NCDOT. He spent 10 years within the Traffic Engineering Branch before joining Mattern & Craig in 2002. Since then, he has served as Principal-in-Charge for numerous NCDOT and local municipality projects within Western North Carolina. Mr. Voso is experienced in handling multiple projects simultaneously with multiple firm teams and will be in charge of overall schedule compliance.

**Jeffrey H. Moore, PE, Project Manager** - responsibilities include ensuring budget and schedule compliance, contract document preparation, bidding and construction administration of projects. His experience includes bridge hydraulic designing, site development projects, water and wastewater utility projects, bidding and construction administration of projects.

**Stephen A. Campbell, PE, QA/QC** - Mr. Campbell has over 40 years of experience in a broad range of structural and civil engineering projects. Mr. Campbell's experience includes design, supervision, and project management for numerous projects involving the repair, rehabilitation, or replacement of existing bridges as well as the design of new bridge structures.

**Robert J. L. Kun, Contracts/Permits/Estimates** - Mr. Kun has extensive experience in surveying, CAD design, and project management. Having worked in both the private and public sectors, he possesses an understanding of both sides of the development process.

**Jeff B. Hoppes, Survey Manager** - Mr. Hoppes has extensive experience in every aspect of surveying, including survey coordination, survey party supervision, baseline traverse, intermediate staking of baseline, best-fit alignment, setting bench marks, pavement DTMs, hydrographic surveys, obscured DTMs, field property ties, property analysis, appraisal data, non-gravity utilities, gravity utilities and pipe inverts, pole data, and OPUS GPS. His experience includes managing and performing all types of location, subdivision, annexation, right of way, condemnation, and construction surveys.

**Chad M. Thomas, PE, Structural Engineer** - Mr. Thomas is the head of our Structural Division and has served as Design Engineer on various types of bridge projects. He has worked on projects that involve new bridge construction, bridge widening and bridge rehabilitation. In addition, he has done construction inspection and concrete testing for major bridge widening projects. He has five years of experience as an NBIS certified bridge inspector and has inspected over 500 bridges.

**Aaron C. Carver, PE, Trails/ADA** - Mr. Carver is a licensed Professional Engineer in the State of North Carolina with over 16 years of experience in transportation improvements. His expertise includes a broad range of transportation engineering projects that involve roadway design, hydraulic design of bridges and box culverts, CLOMRs, stormwater management design, erosion control, streetscapes, site development, conceptual planning and design of multi-parcel residential designs, commercial developments, trail designs, signing plans, traffic control plan design and pavement marking plans.

**M. Scott Homewood, PE, Project Engineer** - expertise include a broad range of civil engineering projects including roadways, streetscapes, water and sewer lines, flood studies, storm water management projects, commercial and residential developments. His experience includes projects including simple sustainable design; to large scale innovative Low Impact Development BMPs, construction staging plans and permit drawings.

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## Key Staff Members – ECS Southeast, LLP

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**MATTHEW FOGLEMAN, PE, PRINCIPAL ENGINEER** - Mr. Fogleman has over 20 years of broad experience in geotechnical engineering, building materials testing and environmental consulting and is currently a Principal Engineer at ECS. Mr. Fogleman has been with ECS for over 10 years. He is responsible for the financial management, training and quality of a full-service office providing geotechnical engineering, construction materials testing and inspections, facilities consulting and environmental services.

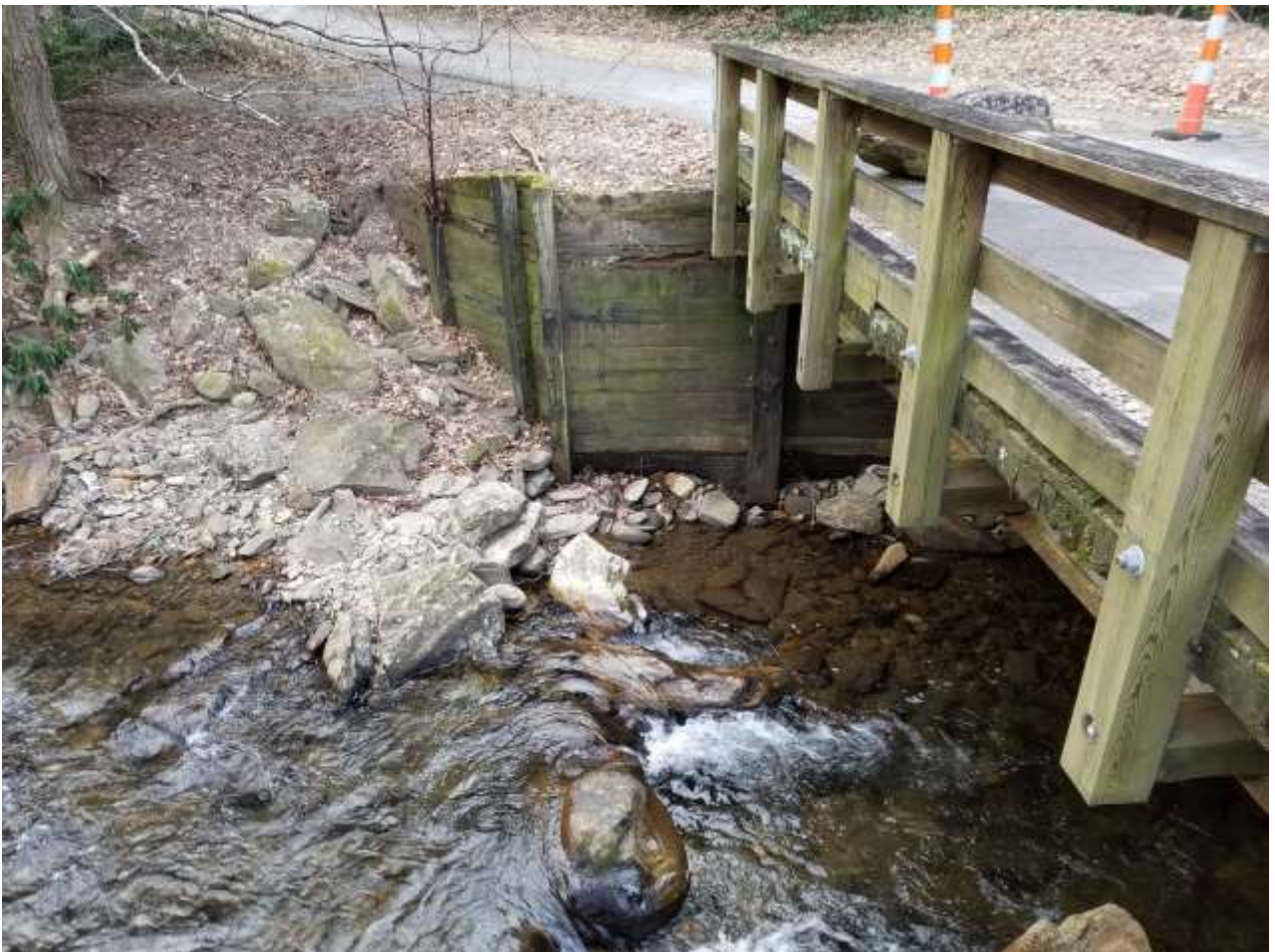
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**MICHAEL J. WALKO, PE, PRINCIPAL ENGINEER** - Mr. Walko is a Principal Engineer for ECS. He has more than 25 years' experience in a broad range of geotechnical engineering projects and is responsible for providing project management and engineering services to ECS's transportation clients. Mr. Walko has experience managing and executing a wide variety of subsurface exploration programs pertaining to transportation projects.

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**R. TYLER SMITH, PE, GEOTECHNICAL PROJECT ENGINEER** - Mr. Smith has over 10 years of experience in geotechnical engineering and construction materials testing. He has experience managing and executing subsurface explorations and geotechnical evaluations for design and construction of a variety of projects in North Carolina, Georgia and Tennessee.

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## Primary Contact Information

James Voso, PE will be the Principal-In-Charge and contact between the Town of Montreat staff and our team of design professionals and will ensure adequate staff will be directed to the project to ensure the project meets a successful outcome. Jeff Moore, PE, as Project Manager, will personally assure continuity throughout this project, giving the Town access to our team's key decision makers, and assure that adequate, capable staff is assigned to the project. The team that has been assembled for the Texas Road Pedestrian Bridge Project is a highly qualified group of design professionals able to manage the scope of work required for this project.

If selected, this work could proceed concurrently with our present and anticipated workload.



Mattern & Craig, Inc.  
James B. Voso, PE  
Principal-in-Charge  
12 Broad Street  
Asheville, NC 28801  
Ph: (828) 254-2201  
Fax: (828) 254-4562  
[jbvoso@matternandcraig.com](mailto:jbvoso@matternandcraig.com)



Mattern & Craig, Inc.  
Jeffrey H. Moore, PE  
Project Manager  
12 Broad Street  
Asheville, NC 28801  
Ph: (828)254-2201  
Fax: (828) 254-4562  
[jhmoore@matternandcraig.com](mailto:jhmoore@matternandcraig.com)

## Unique Qualifications

For this project, Mattern & Craig is uniquely qualified to provide design services for this pedestrian and bicycle bridge and trail project. In recent years, we have completed four separate bridge and trail/sidewalk projects in Western North Carolina that have included five bridges and 4,000 feet of greenway trail and 1.8 miles of sidewalk. We have provided complete prefabricated bridge selection and specifications services, foundation and abutment design, and hydraulic design as well as all ancillary trail and trailhead design for these projects. Each of these projects is discussed in detail in the Staff section of this response.

## ECS Southeast, LLP – General Experience



ECS Southeast, LLP is a premier provider of geotechnical engineering, construction materials testing, environmental consulting and facilities engineering services across the Carolinas, Tennessee, Georgia, Alabama and Kentucky. It is one of the operating entities of the ECS Group of Companies that currently operates in 60 locations throughout the MidAtlantic, Midwest, Southeast and Southwest. With more than 1,700 employees throughout the company and over 30 years of experience, ECS is equipped to help projects from conception through conservation for both the private and public sectors.

## Unique Qualifications

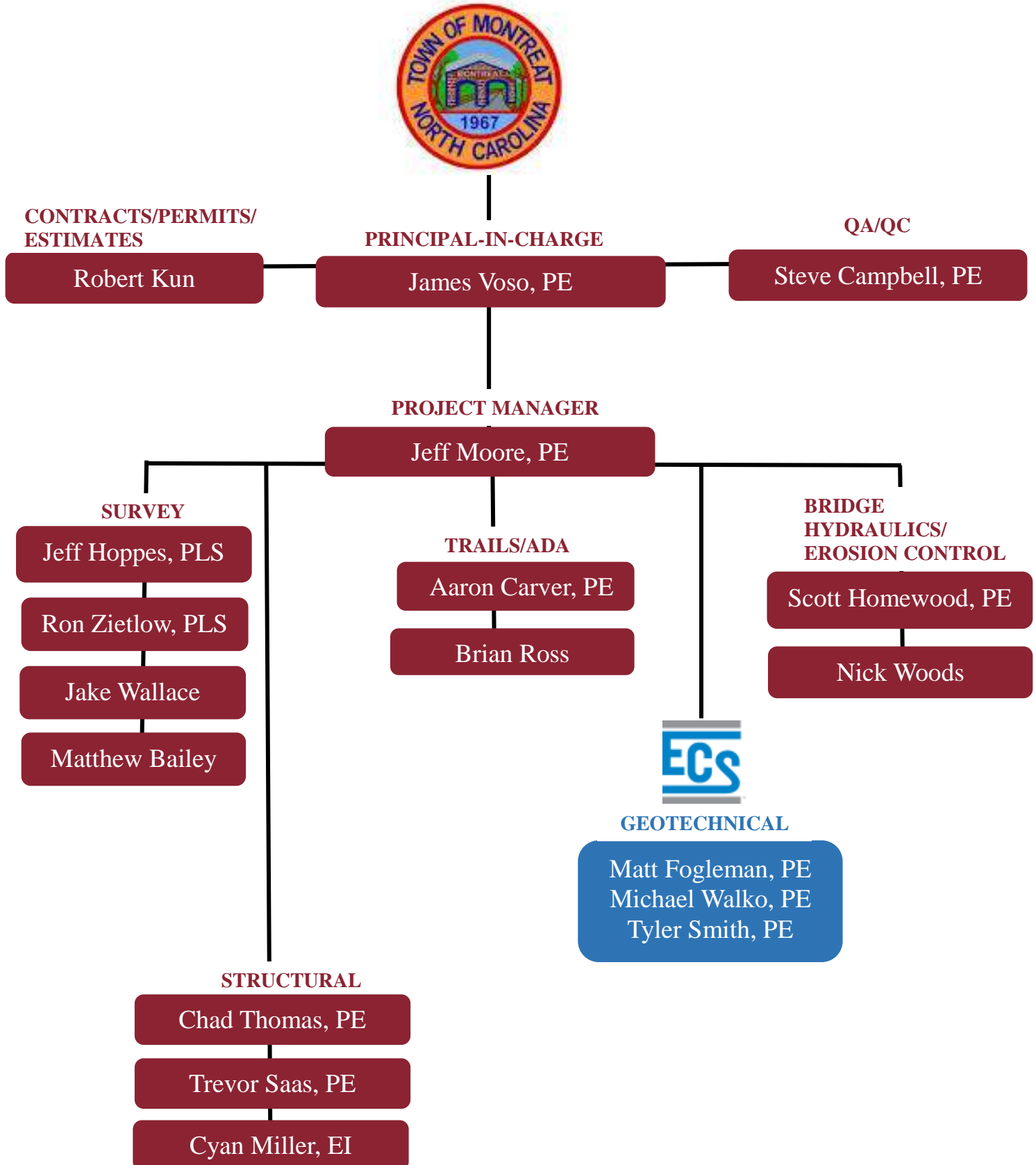
The Southeast region staff of ECS has more than 300 professionals including 33 licensed engineers with experience ranging from 5 to 35 years in practice in the fields of environmental engineering, geotechnical engineering, and construction materials testing. They have executed over 86,000 construction testing, geotechnical, and environmental projects in North and South Carolina including thousands in the Western North Carolina region. ECS offers a truly "local" expert to the Town of Montreat for the necessary geotechnical investigations and engineering design.

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*In summary, our extensive experience backed by good coordination, communication, scheduling, and documentation are crucial to the success of any project and the Mattern & Craig team possesses the resources and personnel to make this project happen.*



## Organizational Chart





## Resumes



**James B. Voso, PE**  
Principal-In-Charge

### Years of Experience

With Mattern & Craig	17 Years
With Other Firms	12 Years

### Education

BS/1991/Civil Engineering (Transportation)/NC State

### Registration

1996/PE/NC #22599  
2003/PE/SC #22902

### Memberships

Institute of Transportation  
Engineers  
Rotary Club of Asheville - West

### Specialties

Traffic Engineering  
Transportation Engineering  
Signalized Intersection Design  
Signalized System Design  
Traffic Impact Studies and  
Analyses

### EXPERIENCE OVERVIEW

Mr. Voso spent approximately 12 years with the North Carolina Department of Transportation before joining Mattern & Craig. While with NCDOT, he gained valuable experience in all aspects of Civil Engineering and specialized in Traffic Engineering. With Mattern & Craig, Mr. Voso has gained extensive experience in roadway design, utility design, and erosion and sedimentation control. Mr. Voso is experienced in all phases of transportation engineering including pedestrian and bicycle safety, roadway design, traffic control design, and corridor studies. He is familiar with many of the software programs commonly used in the industry including HCS, SIDRA, Synchro with SimTraffic, NETSIM, CORSIM, and TransCAD.

### REPRESENTATIVE PROJECTS

**NCDOT - TIP U-5783; US 64 Widening; Henderson County** – Principal-in-Charge/Project Manager – Provided turn-key design services for widening of approximately 1 mile of US 64 (Hendersonville Highway) in Laurel Park, Henderson County, NC to NCDOT for TIP project U-5783. Project consisted of widening US 64 from a two-lane shoulder section to a 3-lane curb & gutter section with sidewalks and bicycle lanes employing NCDOT's Complete Streets concept. Services included survey, planning, environmental documentation, roadway design, stormwater design, traffic control, erosion control, traffic signalization, retaining wall design, utility relocation and design, and permitting.

**U-6030 SR 1749 (Ballentyne Parkway) Road Widening Project; NCDOT Division 10; Mecklenburg County** – Principal-in-Charge – Prepared construction-ready documents for the multi-lane widening of SR 4979 (Ballentyne Commons Parkway) in Mecklenburg County, NC. Services included planning and environmental documentation; roadway design; hydraulic design; work zone traffic control; erosion control; signing and delineation; utility coordination and design; and right-of-way negotiation/acquisition services.

**Bridge Design-for Bridge No. 59; NCDOT Division 12; Catawba County** – Principal in Charge – Performed the planning and design of Bridge No. 59 on SR1120 (Greedy Highway) over Jacob Fork in Catawba County, NC. Services included roadway design, hydraulic modeling, traffic management plans, erosion control, right-of-way staking, and structure design for a three-span 210 ft Box Beam bridge on 4 ft caps with spill-thru abutments. Services by others included geotechnical investigation, environmental permitting, utility coordination, and right-of-way acquisition.

**Multiple Sidewalk Designs; Asheville, NC** – Principal in Charge / Project Manager - Provided included complete surveying, planning, and engineering services related to the City of Asheville's Sidewalk Bundle B project. Bundle B was comprised of four separate roads (Patton Ave., Johnston Blvd., New Haw Creek Rd., and Onteora Blvd.) encompassing approximately 5 miles of new sidewalk, curb and gutter, and stormwater design. Services included survey, natural resources investigation and documentation, public involvement, geotechnical engineering services for retaining walls, utility coordination, right of way acquisition, construction administration, and CEI services.



**Steven A. Campbell, PE**  
QA/QC

### Years of Experience

With Mattern & Craig	32 Years
With Other Firms	8 Years

### Education

ME/1986/Civil Engineering (Structures)/VA Tech  
BS/1979/Civil Engineering/VA Tech

### Registration

1984/PE/VA #15251	1987/PE/NC #14309
1992/PE/TN #23189	1997/PE/SC #18205
2001/PE/GA #27187	

### Specialties

Bridge Design & Inspection  
Transportation Projects  
Miscellaneous Structures

- ♦ Parking garage design and rehabilitation
- ♦ Retaining walls, miscellaneous site structures

Cost Estimates  
Building Design and Inspection

### EXPERIENCE OVERVIEW

Mr. Campbell's responsibilities as a structural engineer have included inspection, conceptual studies, structural analyses and design, detailing, cost estimates, bidding assistance, and construction services. Mr. Campbell's bridge design experience includes design, supervision, and project management for roadway and pedestrian bridges, as well as geotechnical service coordination. Bridge types include, but are not limited to: prefabricated steel truss, cored slab concrete, cast in place concrete all on piles or spread footing.

### REPRESENTATIVE PROJECTS

***Pedestrian Bridge over Little River; NCDOT & NCDA – DuPont State Forest, NC*** – Lead Structural Engineer - Prepare a pre-design opinion of the most economical bridge for pedestrian / equestrian use to span 135'. Pre-design opinion will be used to secure bridge funding. Additional design considerations include a trout stream; spanning the stream at an elevation sufficient to pass a 1% chance flood and connecting the bridge to existing trails with transitions sufficient to accommodate equestrian and handicap access.

***Craven Street Public Infrastructure Improvements; Asheville, NC*** – Structural Engineer – Projects include street improvements – 2800' of urban street redesign using NCDOT Green Streets practices; water main replacement of 1500' of city water mains and services to facility; regional stormwater and stream restoration; greenway – 2500' of greenway along the west bank of the French Broad River, low-impact public parking and trailhead - development of a public trailhead and parking; intersection improvements – geometric improvement to the intersection of Clingman Ave, Lyman Street, Roberts Street, and Depot Street for truck and pedestrian safety.

***Reed Creek Greenway; Asheville, NC*** - Design and prepare construction documents for an extension of the City of Asheville Greenway System. Project includes trail design, stormwater management and drainage design, design of a retaining wall and a trail bridge. Preparation of contract bid documents is included.

***Moody Farm Roadway Sidewalk; Town of Maggie Valley, NC*** – Structural Engineer – Design for two pre-fabricated pedestrian bridges, drainage improvements and construction phase services including bidding, award, and construction observation.

***Pedestrian Walkway; Roanoke, VA; Carilion Roanoke Memorial Hospital*** - Project Manager for a new covered walkway linking the Carilion Riverwalk Parking Garage to the main entrance of Roanoke Memorial Hospital. The project included a 170-foot, clear-span, covered, pedestrian bridge over the Roanoke River and a covered walkway at each end of the bridge. Project included utility adjustments, lighting aesthetic considerations, permits, and hydraulic analysis of Roanoke River.



**Jeffrey H. Moore, PE**  
Project Manager

### Years of Experience

With Mattern & Craig	1 Year
With Other Firms	20 Years
United States Air Force	28 Years Active/Reserves

### Education

BS/1987/Civil Engineering/Clemson University  
USAF Combat Civil Engineering Course  
USAF Air Command and Staff College  
FEMA Emergency Management Institute's Professional Development Series

### Registration

2002/PE/NC #27922

### Memberships

Institute of Transportation Engineers  
International Parking Association  
North Carolina Section:  
Institute of Transportation Engineers  
Civil Air Patrol – USAF Auxiliary  
WNC Air Museum (Board of Directors)  
WNC Pilot's Association (Board of Directors)

### EXPERIENCE OVERVIEW

Mr. Moore has extensive experience in civil engineering, including inspection, highway maintenance and traffic engineering, spanning 20 years with the North Carolina Department of Transportation and City of Asheville, North Carolina and 28 years in the USAF. He has been involved with many aspects of roadway construction, pavement condition surveys, asphalt and concrete placement and testing, work zone safety, snow removal, highway incident response and cleanup, natural disaster response and recovery, and Emergency Operations Center duties. He has provided expert testimony and presentation to Asheville City Council, County Commissions and various governing boards, committees and commissions. He is an active member of Civil Air Patrol.

### Specialties

Traffic Engineering  
Transportation Engineering  
Signalized Intersection Design  
Signalized System Design  
Traffic Impact Studies and Analyses

### REPRESENTATIVE PROJECTS

**NCDOT Highway Asset Inventory and Assessment- Phase 2; Divisions 13 and 14** – Project Manager - Performed an inventory and assessment of all noise walls, retaining walls, drop inlets, non-national bridge inspection standards (NBIS) culverts and maintenance pipes on all state-maintained roads located within NCDOT's Division 13 and 14 comprised of 17 western counties of North Carolina.

**Traffic Speed and Volume Assessment - Carriage Park; Hendersonville, NC** – Project Manager / Lead Design Engineer - Provided traffic speed and volume Assessment for Carriage Park in Hendersonville, NC as required by the HOA. Provided services for Task 1, which included assessment of major roadways for traffic volumes and speed determining need for traffic calming. Task 2, which included preparation of Technical Memorandum recommending traffic calming measures and implementation methods.

**Patch Repair and Crack Seal Assessment - Carriage Park; Hendersonville, NC** - Project Manager / Lead Design Engineer - Performed an on-site assessment of storm drainage features in Carriage Park located in Hendersonville, NC to determine effectiveness. Services included assessment of areas with significant erosion to determine cause; provided professional opinions to remediate observed erosion; and recommended proper repairs and improvements to drainage features.



**Chad M. Thomas, PE**  
Structural Engineer

### Years of Experience

With Mattern & Craig	20 Years
With Other Firms	0 Years

### Education

BS/1998/Civil Engineering/VA Tech  
NHI course 130078/2008/Fracture Critical Inspection Techniques for Steel Bridges FHWA

### Registration

2003/PE/VA #36962  
2014/PE/TN #117359  
2014/PE/AL #34708-E

### Certifications

NBIS Certified Program  
Manager and Inspection  
Team Leader

NHI course 130078/2013/  
Fracture Critical Inspection  
Techniques for Steel  
Bridges FHWA

### Specialties

Structural and Bridge analysis  
and design  
Bridge and construction  
inspection

### EXPERIENCE OVERVIEW

Mr. Thomas is the head of the firm's Structural Division. He is responsible for production and quality assurance including scheduling of work assignments and staffing for all structural projects. Mr. Thomas has served as Design Engineer on various types of projects. These projects include the structural design and analysis of bridges, building foundations, stormwater, water and wastewater treatment facilities, as well as structural rehabilitation and repairs of bridges, water reservoirs and other miscellaneous structures.

### REPRESENTATIVE PROJECTS

***Pedestrian Bridge over Little River; NCDOT & NCDA –; DuPont State Forest, NC*** – Lead Structural Engineer - Prepare a pre-design opinion of the most economical bridge for pedestrian / equestrian use to span 135'. Pre-design opinion will be used to secure bridge funding. Additional design considerations include a trout stream; spanning the stream at an elevation sufficient to pass a 1% chance flood and connecting the bridge to existing trails with transitions sufficient to accommodate equestrian and handicap access.

***Craven Street Public Infrastructure Improvements; Asheville, NC*** – Structural Engineer -Projects include street improvements – 2800' of urban street redesign using NCDOT Green Streets practices; water main replacement of 1500' of city water mains and services to facility; regional stormwater and stream restoration; greenway – 2500' of greenway along the west bank of the French Broad River, low-impact public parking and trailhead - development of a public trailhead and parking; intersection improvements – geometric improvement to the intersection of Clingman Ave, Lyman Street, Roberts Street, and Depot Street for truck and pedestrian safety.

***Reed Creek Greenway; Asheville, NC*** - Design and prepare construction documents for an extension of the City of Asheville Greenway System. Project includes trail design, stormwater management and drainage design, design of a retaining wall and a trail bridge. Preparation of contract bid documents is included.

***Moody Farm Roadway Sidewalk; Town of Maggie Valley, NC*** – Structural Engineer – Design for two pre-fabricated pedestrian bridges, drainage improvements and construction phase services including bidding, award, and construction observation.

***Wild Cherry Road, Bridge Replacement, City of Asheville, NC*** – Structural Engineer - Replacement of single-span roadway bridge. Services included bridge situation survey, structural assessment/recommendation, geotechnical assessment, design of bridge, roadway and traffic control, and hydraulic analysis.



**Aaron C. Carver, PE**  
Trails/ADA

### Years of Experience

With Mattern & Craig  
With Other Firms

3 Years  
16 Years

### Education

BS/2000/Civil Engineering/University of Tennessee

### Registration

2004/PE/NC #030453

### Certifications

Erosion Control Level III  
Certification No. 3764  
NCDOT Complete Streets  
Certified

### Specialties

Transportation and  
Traffic Engineering

- ◆ Project Management
- ◆ Roadway Design
- ◆ Hydrology
- ◆ Hydraulics
- ◆ Storm Drainage Design
- ◆ Traffic Control
- ◆ Erosion Control
- ◆ Site Design

### EXPERIENCE OVERVIEW

Mr. Carver has extensive experience serving as Project Manager and/or Project Engineer for numerous projects throughout North Carolina and South Carolina. His expertise includes a broad range of transportation engineering projects that involve roadway design, streetscapes, site development, signing plans, traffic control plan design and pavement marking plans. He is proficient in the use of Microstation and GEOPAK, and has worked on multiple NCDOT, CDOT, SCDOT and municipal transportation projects.

### REPRESENTATIVE PROJECTS

**Mini Roundabout (U-5715) - NCDOT - Division 11; Boone, NC** – Lead Design Engineer – Planning, environmental documentation, and design of a mini-roundabout with 90' inscribed diameter at the intersection of College and King Streets in Boone, NC. Services included conceptual analysis and design; stakeholder meetings; environmental documentation (State Minimum Criteria Checklist); utility coordination; right of way acquisition; stormwater design; roadway design; erosion control; traffic control; and related services.

**Sidewalk Planning & Design on Oakdale Road; Town of Jamestown, NC** – Lead Design Engineer – Prepared construction plans, specifications, and contract documents for the construction of 1,300 feet of sidewalk along Oakdale Road in the Town of Jamestown, NC. Services included survey, environmental documentation prepared by 3 Oaks Engineering, development of right-of-way plans, easement plats, 90% plans for review and comment, 100% plans, specifications, cost estimate, and construction documents.

**NC 1880 Multilane Widening Feasibility Study; NCDOT; Cleveland County, NC** – Lead Design Engineer – Prepare a functional design for one (1) alternative to widen NC 180 to a multi-lane facility from SR-2502 (Elizabeth Avenue) to NC 150 in Shelby, Cleveland County, NC located in NCDOT's Division 12. Typical Section to be a 4-lane median divided curb & gutter facility with sidewalks, traditional intersections, and U-turn bulb-outs at strategic locations. Services include horizontal and vertical layout, quantity calculations, identification of potential environmental impacts, proposed right-of-way needs, utility impacts and rough-order-of-magnitude construction cost estimating.



**M. Scott Homewood, PE**  
Hydraulics Engineer

#### Years of Experience

With Mattern & Craig	7 Years
With Other Firms	7 Years

#### Education

BS/2004/Civil Engineering/University of South Carolina

#### Registration

2009/PE/NC #36336

#### Certifications

Certified Floodplain Manager  
(CFM)

#### Specialties

Stormwater Management  
Hydrology/Hydraulics  
Grading, and Erosion Control  
Roadway Design  
Transportation Engineering  
Low Impact Development

#### EXPERIENCE OVERVIEW

Scott's expertise include a broad range of civil engineering projects including roadways, streetscapes, water and sewer lines, flood studies, storm water management projects, commercial and residential developments throughout South Carolina, Arizona, and North Carolina. His experience includes projects including simple sustainable design; to large scale innovative Low Impact Development BMPs.



**Jeff B. Hoppes, PLS**  
Survey Manager

#### Years of Experience

With Mattern & Craig	5 Years
With Other Firms	30 Years

#### Education

Kansas Technical Institute/1981

#### Registration

2004/PLS/NC #L-4473

#### Memberships

North Carolina Society of  
Surveyors  
North Carolina Mappers  
Association

#### Specialties

Topographic Surveys  
Boundary Surveys  
Construction Stakeout

#### EXPERIENCE OVERVIEW

Mr. Hoppes has over 35 years of experience and has worked in every aspect of surveying, including survey coordination, survey party supervision, baseline traverse, intermediate staking of baseline, best-fit alignment, setting bench marks, pavement DTM's, hydrographic surveys, obscured DTM's, field property ties, property analysis, appraisal data, non-gravity utilities, gravity utilities and pipe inverts, pole data, and OPUS GPS. His experience includes managing and performing all types of location, subdivision, annexation, right of way, condemnation, and construction surveys.



## Matthew Fogleman, PE

Principal Engineer

### Certifications

Nuclear Density Gauge Operator  
NRMCA Concrete Batch Plant Inspection Engineer

### Specialties

Geotechnical Engineering  
Materials Testing and Inspection  
Forensic Inspections and Engineering  
Laboratory Testing

### Years of Experience

Total Experience Over 20 Years

### Education

BS/1998/Civil Engineering/NC State University

### Registration

Professional Engineer: NC, FL

### EXPERIENCE OVERVIEW

Mr. Fogleman has over 20 years of broad experience in geotechnical engineering, building materials testing and environmental consulting and is currently a Principal Engineer at ECS. Mr. Fogleman has been with ECS for over 10 years. He is responsible for the financial management, training and quality of a full-service office providing geotechnical engineering, construction materials testing and inspections, facilities consulting and environmental services. He has extensive experience in planning, supervising and executing engineering evaluations of buildings and properties, subsurface explorations, complex laboratory testing programs and in providing engineering evaluations and recommendations for construction and repair of municipal, commercial, industrial and institutional facilities. His geotechnical project experience includes conventional subsurface explorations, in-situ geotechnical testing, geophysical testing and geo-structural instrumentation. He also has extensive experience in managing materials testing projects involving large retaining walls, earthen slopes, high-capacity spread footings and mats, driven and drilled piles, cast-in-place concrete, structural masonry and structural steel. His project experience covers a broad range of geological conditions extending from the Blue Ridge Mountains, to the Piedmont of North and South Carolina, to the Coastal Plain.

## Michael Walko, PE

Principal Engineer

### Professional Organizations

Association of State and Highway Engineers  
(ASHE)

### Specialties

Geotechnical Engineering  
Subsurface Investigations

### Years of Experience

Total Experience Over 25 Years

### Education

BS/1992/Civil Engineering/Pennsylvania State University

### Registration

Professional Engineer: NC, SC

### EXPERIENCE OVERVIEW

Mr. Walko is a Principal Engineer for ECS. He has more than 25 years' experience in a broad range of geotechnical engineering projects and is responsible for providing project management and engineering services to ECS's transportation clients. Mr. Walko has experience managing and executing a wide variety of subsurface exploration programs pertaining to transportation projects. His experience includes oversight for field evaluations; adapting fieldwork to adverse conditions, evaluating subsurface conditions, review of field and laboratory data and preparation of bridge foundation and roadway reports. These projects involved both in-situ and laboratory testing of soil and rock for the design and construction of roadways, bridges and culverts. He has performed analyses for deep and shallow foundations (driven piles and drilled piers) utilizing LRFD design methodologies, pavement design, retaining wall design, and slope stability. He has strong geotechnical experience in the Coastal, Piedmont, and Mountain areas of North Carolina.

## 4. References

### FLOWERING BRIDGE

*Lake Lure, North Carolina*

The **Flowering Bridge project** included bridge and greenway engineering services for adaptive reuse of old NC 9 historic highway bridge. Services included structural review and preservation design; structural engineering services for reuse design; site design for greenway and gateway designs; and NCDOT permitting coordination.

#### Reference:

CardnoTBE  
Mr. Andrew Hill  
Suite 200  
9101 Southern Pine Boulevard.  
Charlotte, NC 28273  
704-927-9700





## NCDOT - DUPONT STATE FOREST PEDESTRIAN/EQUESTRIAN BRIDGE

### *DuPont State Forest, NC*

The **DuPont State Forest project** included a 150 foot span pedestrian/equestrian bridge that was delivered on a very aggressive schedule – only 5 months from notice to proceed with design to completion of construction. The Mattern & Craig team provided supplemental topographic surveying (base survey was provided by NC Department of Agriculture), geotechnical assessment of bridge abutment locations, bridge and abutment structural design and design of trail improvements to connect existing trails to the bridge. This project included extensive HEC-RAS flood modeling and preparation of documentation for a FEMA Conditional Letter of Map Revision (CLOMR). To meet the unusually short delivery schedule, the design team suggested an innovative project delivery approach that involved issuing separate construction contracts for the procurement of the pre-fabricated bridge structure and for construction of the bridge abutments and associated site work. This approach allowed fabrication of the bridge to begin several months sooner than would be expected under a typical single-contract approach and insured that the bridge was constructed and available for use during the grand opening of the new Visitor's Center.

#### **Reference:**

NCDOT  
Mr. Josh Deyton, PE  
345 Toot Hollow Road  
Bryson City, NC 28713  
828-488-0902





## WILD CHERRY ROAD BRIDGE REPLACEMENT

*Asheville, North Carolina*

The **Wild Cherry Road project** included replacement of single-span bridge in a well-developed residential area. Planning included bridge situation survey, structural assessment/recommendation, geotechnical investigations and project development costing. Design services included bridge design, roadway design, traffic control, FEMA no-rise hydraulic analysis, public involvement, construction plans, and construction administration services.

### Reference:

City of Asheville  
Mr. Brian Estes  
Contract Project Manager  
PO Box 7148  
Asheville, NC 28802  
828-259-5955





## 5. Project Approach

Mattern & Craig has provided complete, turn-key design services for several recent pedestrian bridge and trail/sidewalk projects. These projects are discussed in detail in the Project Experience section of this response. For Montreat, we have assembled a team that can provide complete services for the Texas Road Pedestrian Bridge Project. **Our team includes in-house surveying and engineering design services including civil, structural, roadway and hydraulics engineering.** We have teamed with ECS Southeast to provide **geotechnical services**. Mattern & Craig frequently partners with ECS on a wide variety of projects and the team functions as a cohesive design group to provide complete services.

**The Mattern & Craig team will work closely with Town Staff and other stakeholders including the Montreat Bridge Aesthetics Committee to provide a project that meets the needs and vision of the community.** We would suggest an initial scoping meeting with all stakeholders (Aesthetics Committee, Director of Public Works, Town Administrator, Flood Plain Administrator, etc.) to set a clear and common vision and goals for the design. We would then utilize available data and provide additional topographic surveying and geotechnical assessment of the bridge and bridge abutment locations to inform and guide the design process. We would work to achieve a design that provides the desired **ADA-compliant** pedestrian and bicycle access across the bridge while maintaining the schedule and budget for the project. Furthermore, we will design the project with the future in mind – knowing that the Town desires to further enhance this bridge and area through a second phase. **Whatever is designed and constructed in phase I will need to complement the future vision of the bridge and surrounding area in phase II.** Upon conclusion of the initial scoping meeting, we would utilize our experienced civil and structural engineering staff to provide a thorough and complete analysis of the existing structure. We would work off of the previous reports that have been prepared for the Town and supplement this information with a “hands on” inspection of the bridge, the abutments, the wing-walls and associated features to determine the structural adequacy of the bridge in its current state.



A critical initial step in any design process is the **timely completion of an accurate site survey**. Mattern & Craig provides complete, in-house surveying services. Our experienced surveying staff has provided topographic, bathymetric, and property boundary surveying for pedestrian and roadway bridge projects, greenway and sidewalk projects, and a wide variety of highway intersection improvements. Our project manager will visit the site with the surveying staff to insure that all needed data is collected and that the overall project area is clearly identified. A complete survey of all topographic features and any utilities located by North Carolina 811 will be completed. The surveyor will coordinate closely with the hydraulics engineer to obtain the needed Flat Creek bathymetric data for use in the hydraulic analysis of the proposed bridge improvements.

While the field survey is being performed, our partner firm, **ECS** will deploy their personnel and equipment to perform **geotechnical investigations** necessary for any foundation recommendations. As previously stated, Mattern & Craig and ECS have a long-standing partnership and relationship on these types of projects and our two firms work seamlessly in the necessary information exchange.

Our staff has reviewed the available Flood Insurance Rate Map (FIRM) for Flat Creek and determined that **bridge 528 is an area that has been the subject of a detailed hydraulic study and within an established floodway.** Hydraulic design is a critical component of bridge construction/reconstruction over mapped streams with a delineated floodway. **A cursory review of the existing HEC-RAS model indicates that this bridge is overtopped during flood events.** If this is indeed the case, careful planning and analysis will need to be performed to ensure whatever improvements to the bridge result in a “no-rise” condition. Otherwise, a Conditional Letter of Map Revision (CLOMR) may be required. **Removal of the existing railing and replacement of a taller pedestrian rail is an example of an improvement that could have hydraulic ramifications.** Mattern & Craig has provided hydraulic modeling and analysis for multiple bridge projects including the DuPont State Forest pedestrian bridge, the City of Asheville Craven Street Greenway, and for 26 NCDOT and local roadway bridges. We are fully versed and understand the CLOMR/no-rise process. **We will work with the local Flood**



**Plain Administrator** and applicable Town Staff to ensure the proper modeling and permitting occurs early in the design process so the Town can be properly guided in its decision-making process.

Once the design has reached a sufficiently complete level and the general layout and character have been accepted by the Town, **we will initiate any necessary environmental permitting processes.** Our staff has many years of experience in working with State and local regulatory authorities throughout Western North Carolina to obtain the needed permits and approvals for public infrastructure projects. We are experienced in preparing the US Army Corps of Engineers Pre-Construction Notification packages and other application packages including sediment and erosion control and stream buffer variances. We will prepare all required application forms, calculations and supporting documents. The completed package will be presented to the Town for review and execution. Mattern & Craig will then submit the completed packages to the appropriate agencies. We will respond to any comments received and work with the regulatory agency to address and concerns.

Once the design and project specifications/contract documents are complete, Mattern & Craig will provide an updated estimate of probable construction cost. **Mattern & Craig's professional engineering staff routinely provides complete bidding, award and construction phase services.** As noted in the Project Experience section, we have extensive experience in public bidding, recommendation of award, and construction administration and observation. We will provide experienced staff to oversee the project and insure that all necessary procurement requirements are met. If desired, we can assist the Town in advertising the project in conformance with procurement requirements and we can conduct a pre-bid meeting to address questions by prospective contractors. If contractor prequalification is desired, we will assist the Town in determining appropriate qualifications criteria and in review submitted qualifications packages. We can be available to conduct a public bid opening and tabulate the received bids and make a recommendation regarding award of the contract.

As evidenced above, the Mattern & Craig team is fully capable and committed to providing the Town of Montreat **"turn-key" surveying and engineering services to deliver this project from a vision to a reality.**

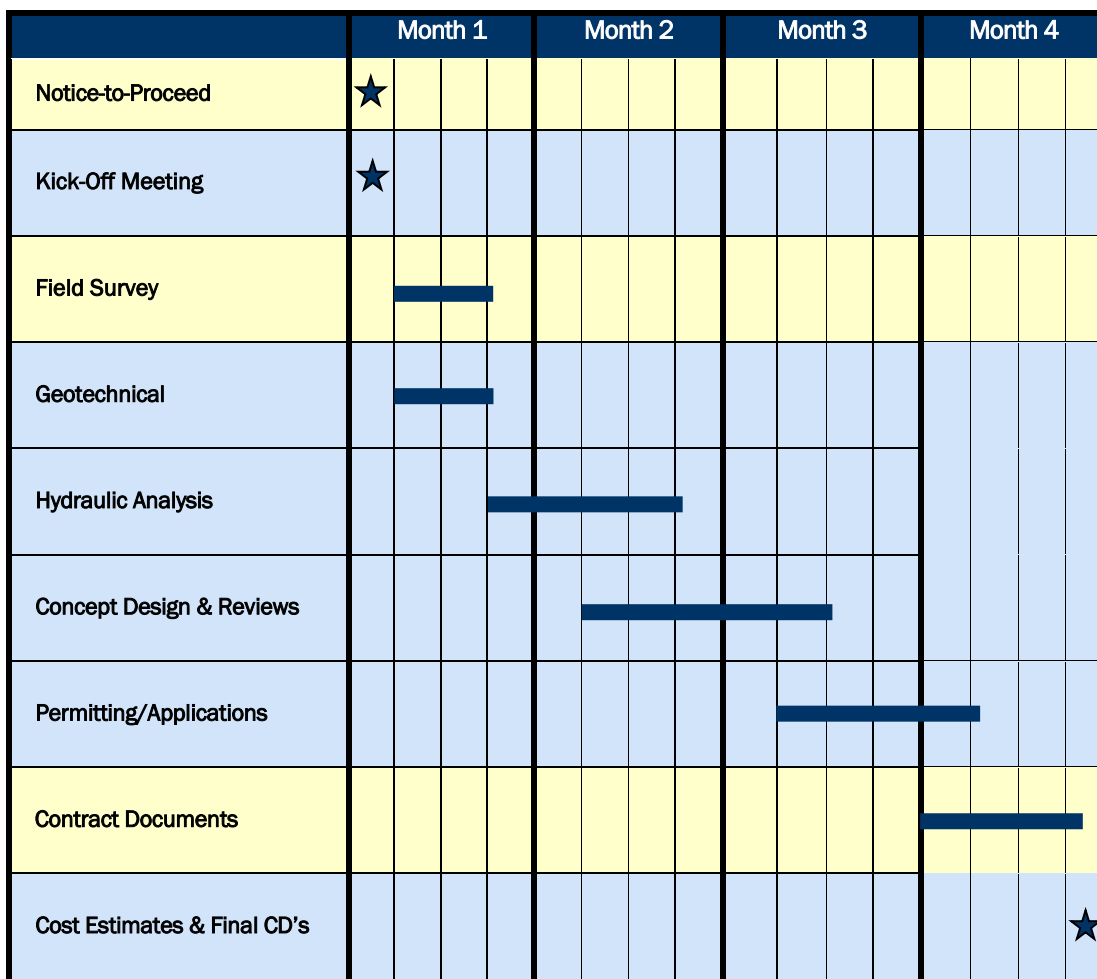




## 6. Project Schedule

### Proposed Time Schedule

Mattern & Craig has an excellent track record of meeting our Client's schedules. Mr. Voso will serve as Principal-in-Charge for this project and will be responsible for assuring **schedule compliance by allocating the necessary resources and holding weekly progress meetings with the Project Team**. Mr. Moore will serve as the Project Manager and will communicate directly with the other team members both internally and with our sub-consultant ECS to provide **constant communication and information exchange**. The following chart (Critical Path Diagram) identifies the Mattern & Craig Team's proposed schedule for the development of the necessary design and construction documents relative to this project. The schedule includes highlights/milestones of key tasks. A more detailed schedule can be provided upon selection for this work:



**Note:** Project schedule is estimated at approximately 4 months from Notice-to-Proceed to project deliverables (completion of Contract Documents). Schedule can be affected by client review time and regulatory agency permitting. Construction Administration Services can be provided commensurate with the construction schedule established by the Town upon the successful award of the project to a Contractor.



## 7. Required Forms

### E-Verify

The Mattern & Craig and ECS Team, is in compliance with E-Verify requirements to contract with governmental units. An E-verify Affidavit can be provided upon request.

**Mattern & Craig Company ID: 728092**

**ECS Company ID: 172318**

### Current Certificate of Insurance

Mattern & Craig maintains a \$4,000,000 professional liability insurance policy and if selected a financial statement and proof of Professional Liability insurance coverage will be furnished.

*See form attached*

### Iran Divestment Act Certification

The Mattern & Craig team is in compliance with the requirements of the Iran Divestment Act and will not be engaged in "investment activities in Iran," as the term is defined in the North Carolina Iran Divestment Act of 2015, based on federal sanctions lists.

*See form attached*

### Divestment From Companies Boycotting Israel

The Mattern & Craig team is in compliance with the requirements of the Israel Boycott Contract and will not be engaged in "investment of state funds in or governmental contracting with any company that boycotts or is involved in a boycott of the State of Israel," as the term is defined in G.S. 147-86.80, also known as the North Carolina Israel Boycott Divestment Act of 2017.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Trustpoint Insurance 16 East Church Ave  Roanoke VA 24010	<b>CONTACT NAME:</b> Trish Clark <b>PHONE (A/C, No, Ext):</b> (540) 389-0261 <b>E-MAIL ADDRESS:</b> tclark@trustpointins.com <b>FAX (A/C, No):</b> (888) 872-5496
<b>INSURED</b>  Mattern & Craig, Engineering 701 First Street, S. W.  Roanoke VA 24016-0000	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Fire & Casualty Co. <b>INSURER B:</b> West American Insurance Company <b>INSURER C:</b> Ohio Casualty Insurance Co <b>INSURER D:</b> Ohio Security Company <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 24066 44393

**COVERAGES****CERTIFICATE NUMBER:** 19-20 Master COI**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKA58254944	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAW58856503	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			USO58254944	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	XWS58254944	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Proposal

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

RFP Number (if applicable): **2019-002**

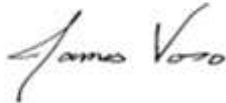
Name of Vendor or Bidder: Mattern & Craig, Inc.

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.58**

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As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S 147-86.58.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.



**February 11, 2019**

Signature

Date

**James B. Voso, PE**

**Principal-in-Charge**

Printed Name

Title

*Notes to persons signing this form:*

N.C.G.S. 147-86.58 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

When a bid is submitted

When a contract is entered into (if the certification was not already made when the vendor made its bid)

When a contract is renewed or assigned

N.C.G.S. 147-86.58 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.

# 8. Standard Engineering Services Contract

## CLIENT AND ENGINEER PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into at \_\_\_\_\_ effective this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by and between:

### ENGINEER:

Name: Mattern & Craig, Inc.  
Address: 12 Broad Street  
Asheville, NC 28801  
Phone: (828) 254-2201

### CLIENT:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Phone: ( ) -

The project upon which the services hereinafter described are to be performed is located at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fee: Payment for the hereinabove described services will be \$\_\_\_\_\_ lump sum, or work performed  
on an hourly basis will be at the following rates:

<u>INDIVIDUAL</u>	<u>RATE</u>
• Principal	\$
• Project Manager	\$
• Senior Engineer	\$
• Project Engineer/Project Surveyor	\$
• Design Technician	\$
• Technician	\$
• Clerical	\$
• Expert Witness	\$

Time of Completion (from receipt of signed Agreement): \_\_\_\_\_ days.

In addition to the matters set forth herein, our agreement shall include, and shall be subject to, the Standard Provisions  
attached hereto and incorporated herein.

If you concur and wish us to proceed with the services described above, please have both enclosed originals of this Agreement  
executed by a properly authorized individual in the space provided. Retain one and return the other. Times stated in this  
agreement are valid for sixty (60) days from the date executed by the Engineer.

### ENGINEER:

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

Title: Principal

Date: \_\_\_\_\_

### CLIENT:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MATTERN & CRAIG, INC.**  
**STANDARD PROVISIONS**

- (1) **Engineer's Scope of Services** The undertaking of the Engineer to perform professional services extends only to those services specifically described in this Agreement. However, if requested by the Client and agreed to by the Engineer, the Engineer will perform additional services ("Additional Services") hereunder and shall be compensated as set forth below.
- (2) **Client's Responsibilities** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - (b) Provide to the Engineer all previous studies, plans, or other documents pertaining to the project; Client's requirements and criteria; standards to be followed; and all new information reasonably necessary; upon all of which the Engineer may rely.
  - (c) Arrange for access to the site and other property and obtain approvals and permits required for the Engineer to provide its services.
  - (d) Review all documents or verbal reports presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
  - (e) Provide such overall feasibility services such as independent accounting, legal, insurance, and cost estimating as the client may require or the Engineer may reasonably request.
  - (f) Give prompt written notice to the Engineer wherever the Client becomes aware of any development that affects the scope and timing of the Engineer's services or any defect or noncompliance in any aspect of the project.
  - (g) Bear all costs incident to the responsibilities of the Client.
- (3) **Period of Services** This Agreement has been entered into in anticipation of conditions permitting continuous and orderly progress through the completion of the Engineer's services. Times for performance shall be extended to the extent necessary for delays due to circumstances the Engineer does not control. If such delay or suspension extends for more than six months (cumulatively), the rates of compensation provided for in the Agreement shall be renegotiated.
- (4) **Compensation for Additional Services** Unless otherwise agreed to in writing, the Client shall pay the Engineer for the performance of any Additional Services an amount based upon the Engineer's current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost.
- (5) **Method of Payment** Compensation shall be paid to the Engineer in accordance with the following provisions:
- (a) Invoices will be submitted by the Engineer to the Client for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Engineer for services and expenses within 30 days after the Engineer's transmittal of its invoice, the Engineer may suspend services until all amounts are paid in full.
  - (b) If the Client objects to any invoice, it must advise the Engineer in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections shall be waived, and the invoice shall conclusively be deemed due and owing.
  - (c) If the Engineer initiates legal proceedings to collect payment for services, it may recover in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Engineer's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - (d) The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency or conditions unless expressly set forth in this Agreement.
- (6) **Use of Documents** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Engineer are related exclusively to the services described herein. They are not intended or represented to be suitable for partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client or any partial use or reuse without written authorization or adaptation by the Engineer will be at the Client's sole risk and without liability or legal exposure to the Engineer, and the Client shall indemnify, defend and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer. Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) signed or sealed by the Engineer. Files in electronic media format of text, data, graphics, or of other types furnished by Engineer to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Client, after receiving electronic files, agrees to perform acceptance tests or procedures within 60 days, after which the Client shall be deemed to have accepted the data. Any errors detected within the 60-day acceptance period will be corrected by the Engineer. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by Client. When transferring documents in electronic media format, Engineer makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operation systems, or computer hardware differing from those used by Engineer at the beginning of this Project. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- (7) **Opinions of Cost** Because the Engineer does not control the cost of labor, materials, equipment, services furnished by others, methods of determining prices, competitive bidding or market conditions, any opinion rendered as to costs shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator.

(8) **Termination** The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer will be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Engineer as a result of such termination.

(9) **Insurance** The Engineer is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance for bodily injury and property damage and will exchange certificates of insurance upon request.

(10) **Liability** In performing its professional services, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder, and it is agreed that the Engineer is not a fiduciary with respect to the Client. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of the Engineer and the Engineer's officers, directors, employees, agents and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Engineer or the Engineer's officers, directors, employees, agents, or subconsultants shall not exceed twice the total compensation received by the Engineer under this Agreement or \$50,000 whichever is greater. Under no circumstances shall the Engineer be liable for lost profits, consequential damages or for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor to perform work in accordance with the plans and specifications.

(11) **Expenses of Litigation** If the Client or its contractors initiate legal proceedings against the Engineer, its contractors, or its subcontractors related to the Engineer's services, and such proceedings conclude with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all of its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Engineer's normal hourly billing rates, of the time devoted to the proceedings by the Engineer's employees.

(12) **Dispute Resolution** If and to the extent that Client and Engineer have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in an Exhibit attached to this Agreement. Client and Engineer agree to negotiate in good faith for a period of thirty days from date of notice of all disputes prior to exercising their rights under any Exhibit or under law.

(13) **Hazardous Substances** It is understood and agreed that in seeking the professional services of the Engineer, the Client does not request the Engineer to undertake to perform any services, studies, or tests, or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. Therefore, the Engineer undertakes no such obligation, and the Client agrees to hold harmless, indemnify, and defend the Engineer from and against any and all claims, losses, damages, liability, and costs arising out of or in any way connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services performed by the Engineer. If any hazardous substance or condition is observed or reasonably suspected by the Engineer, it shall have the right to cease all services until the hazardous substance or condition has been eliminated. The Engineer shall notify the Client of any such substance or condition of which the Engineer becomes aware, and the Client shall be solely responsible for its elimination.

(14) **Assignment** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any other party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except that the Engineer may retain subconsultants as it deems appropriate.

(15) **Confidentiality** The Client consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data and information obtained by the Engineer in the performance of its services. If, however, any facts, data or information is specifically identified in writing by the Client as confidential, the Engineer shall use reasonable care to maintain the confidentiality of that material.

(16) **Miscellaneous Provisions** This Agreement is to be governed by the law of the [Commonwealth/State of]\_\_\_\_\_. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both the Engineer and the Client. Provided, however, that conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Engineer. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(17) **Miscellaneous Provisions** Indemnification and Hold Harmless Agreement: Name of the Contractor/Supplier shall indemnify, protect, defend and save harmless the Town of Montreat, its agents and employees from and against any and all claims, demands, judgments, or causes of action, including costs and attorney's fees by any party or parties whatever for loss damage, injury, fines or penalties of any kind or character either to persons or property directly or indirectly arising out of the actions or inactions of the contractor with respect to [provide a description of the operations, service, or work being performed, including the contract number, purchase order or other identifier under the contract] except such loss, damage or injury as is caused by the sole negligence of the Town of Montreat. This indemnity agreement shall impose liability on the (Name of the contractor/supplier) to the fullest extent permitted by the laws of the state governing performance thereof, and any provision hereof not permitted by such laws is expressing deleted from said agreement."



# TOWN OF MONTREAT TEXAS ROAD PEDESTRIAN BRIDGE: PROJECT #2019-002

February 11, 2019



GEORGIA  
KENTUCKY  
NORTH CAROLINA  
SOUTH CAROLINA  
TENNESSEE

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

February 11, 2019

Alex Carmichael  
Town of Montreat  
96 Rainbow Terrace  
Black Mountain, NC 28711

**RE: TOWN OF MONTREAT - TEXAS ROAD PEDESTRIAN BRIDGE:  
PROJECT #2019-002**

The Vaughn & Melton Consulting Engineers, Inc. (V&M) team is pleased to present this Statement of Qualifications (SOQ) for the conversion of the Texas Road bridge to a pedestrian bridge. V&M has the in-house LOCAL staff and abilities to provide the majority of services required under this contract. In order to provide the Town with a high level of service, V&M has teamed with S&ME, who will provide the required geotechnical services, and Form & Function (F&F), Asheville, who will provide architectural design of the Phase 2 covered bridge. V&M has worked closely with S&ME on numerous NCDOT and municipal projects in the past, ensuring that our team has a streamlined and collaborative process of working together. V&M has provided similar pedestrian bridge services in the past for the Town of Boone and Eastern Band of Cherokee Indians. We are very interested in providing the same high level of service to the Town of Montreat.

Building on a working relationship is always important to us at Vaughn & Melton. Some years ago we worked with the Town of Montreat, providing a boundary survey. That project was, by all accounts, a successful one. We have every intention of providing high quality service on this project as well.

Since V&M's first NCDOT highway design in 1989, we have been providing multiple professional services - including surveying, structural design, roadway and traffic control design, and erosion control plans to the NCDOT and several Western North Carolina municipalities. **Since 2011, we have designed over 110 bridges or culverts for NCDOT.** We have worked directly for the NCDOT Structure Design Unit (now Structures Management) in a design/plan production function since the mid-1990's. V&M's designs and construction plans have consistently received high NCDOT ratings over the years, and have included stream crossings, grade separations, prestressed concrete and steel girder designs, and a wide range of superstructure designs. One example is the high PEF final scores of 8.5 and 8.9 (out of 10) V&M was awarded for two bridge replacement projects we completed in Sampson County which were recently constructed. This work is an example of successful design projects performed directly for NCDOT Structures Management.

Our other similar bridge experience includes a host of services for the NCDOT Division Bridge Program Managers, and other Division personnel, such as Bridge Design, Plan Preparation, Traffic Control Plans, Bridge Jacking Plans, Roadway Design, Hydraulic



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and Drainage Analysis, and Erosion Control Plans, some of which were located in Buncombe County.

In addition, V&M has also been providing design services for many local Western North Carolina governments since we first opened our Asheville office in 1986. Our clients include: the Town of Montreat (surveying); the City of Asheville; the City of Hendersonville; the Town of Boone; The Eastern Band of Cherokee Indians, the Town of Canton; and the Town of Waynesville. Most recently, V&M completed structural engineering services for the Old Dana Road project for the City of Hendersonville.

V&M's close proximity to the project site will enable our team to work closely with the Town of Montreat to design this project in the most time and cost efficient manner while meeting the goals of the Town and the requirements of any reviewing agencies. In North Carolina, we currently have over 130 employees, working in Asheville, Charlotte, Boone, Raleigh, Sylva, or New Bern. V&M's firmwide structural department is based in our Asheville office and we have 6 Structural Professional Engineers, 2 Structural Engineering Interns specializing in Structural Design in compliance with NCDOT manuals and specifications, 5 NBIS-Certified Bridge Inspectors, approximately 20 Certified Bridge Construction Inspectors, 1 PLS with 25 years of Structural QA/QC and 7 years of Bridge Maintenance and 7 technicians with extensive structural experience.

V&M and its subconsultants are properly registered with the Office of the Secretary of the State and the North Carolina Board of Registration for Professional Engineers and Land Surveyors to perform work for the NCDOT. V&M was approved for prequalification as private consulting firm by the NCDOT on April 2, 2018. Neither V&M nor any of its employees or subconsultants have any potential conflicts of interest with this work. V&M has the financial ability to undertake this work and assume the liability. V&M has adequate professional liability insurance coverage \$1,000,000.

V&M agrees to adhere to the North Carolina law regarding divestment from companies boycotting Israel. Vaughn & Melton Consulting Engineers, Inc. has not, does not, and will not boycott Israel in its business dealings.

I will serve as the Point-of-Contact for V&M, please feel free to contact me should you have any questions or comments regarding this SOQ. We sincerely thank you for the opportunity to submit on this important project! We look forward to the opportunity of continuing to build our working relationship the Town of Montreat.

Sincerely,  
VAUGHN & MELTON CONSULTING ENGINEERS

Hardy Willis, PE.  
Project Manager and Point-of-Contact  
[hlwillis@vaughnmelton.com](mailto:hlwillis@vaughnmelton.com); 828-253-2796 (O); 828-691-1278 (C)

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Vaughn & Melton Consulting Engineers, along with S&ME (Geotechnical Services), and Form & Function (Architectural Services), are fully qualified to conduct the services proposed in this Statement of Qualifications. In work for the North Carolina Department of Transportation (NCDOT), V&M has been prequalified for, selected for, and repeatedly provided the following services related to the Texas Road bridge project:

- Project Management
- Structural Design
- NBIS Bridge Inspection
- Land Surveying
- Erosion Control Plans
- Planning Documents
- Permitting
- Civil Design
- Drainage Design
- Proposal Preparation
- Engineering Estimate

Vaughn & Melton's most recent prequalification notice from NCDOT was dated April 2, 2018 (see following pages).

S&ME, Inc. has been prequalified also with the NCDOT for their respective geotechnical services. Form & Function Architecture, PC, a local Asheville firm, is on the AIA registry, providing architectural services since 2006.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

April 2, 2018

REECE SCHULER  
VAUGHN & MELTON CONSULTING ENGINEERS INC  
1318-F PATTON AVE  
ASHEVILLE, NC 28806

Dear REECE SCHULER:

Subject: Approval as a Private Consulting Firm

The information you submitted to the Department for approval as a Private Consulting Firm has been reviewed and your firm has been approved for the following disciplines:

**CONSTRUCTION SURVEYING**

**ASSET MANAGEMENT**

00398 FEMA COMPLIANCE MONITORING & AUDITING  
00399 DISASTER RECOVERY PLANNING  
00400 DEBRIS REMOVAL MONITORING  
00401 DISASTER RECOVERY DATA & ACCOUNTING  
00402 TRUCK VERIFICATION/CERTIFICATION  
00403 LOAD TICKET CERTIFICATION

**BICYCLE & PEDESTRIAN**

00132 LANDSCAPE AND STREETScape DESIGN  
00315 MUNICIPAL & REGIONAL PLANNING STUDIES  
00316 MULTI-USE TRAIL DESIGN, SURVEY & LAYOUT

**CONSTRUCTION SERVICES**

00042 CONSTRUCTION CONTRACT CLAIMS ANALYSIS  
00195 ROADWAY CONSTRUCTION ENGINEERING & INSPECTION  
00233 STRUCTURES CONSTRUCTION ENGINEERING & INSPECTION

**GENERAL SERVICES DIVISION**

00338 BUILDING SITE DESIGN  
00360 TOPOGRAPHIC SURVEYING  
00361 BOUNDARY SURVEYING  
00362 EASEMENT SURVEYING

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
CONTRACTUAL SERVICES UNIT  
1509 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1509

*Telephone:* (919) 707-4800  
*Fax:* (919) 250-4127  
*Customer Service:* 1-877-368-4968

*Website:* [www.ncdot.gov](http://www.ncdot.gov)

*Location:*  
1020 BIRCH RIDGE DRIVE  
BUILDING B  
RALEIGH, NC 27610

### **GIS**

00031 CARTOGRAPHY  
00087 DATA CONVERSION  
00088 DATA VALIDATION (QA/QC)  
00094 FIELD DATA COLLECTION

### **HIGHWAY OPERATIONS**

00150 PAVEMENT CONDITION SURVEYS

### **MATERIALS & TESTS**

00003 AGGREGATE  
00016 ASPHALT MATERIALS - BINDER & EMULSIFIED  
00121 INSPECTION OF QC/QA ASPHALT TECHNICIAN  
00122 INSPECTION OF STRUCTURE COATING

### **PAVEMENT MANAGEMENT**

00096 GROUND PENETRATING RADAR & ANALYSIS  
00149 PAVEMENT ANALYSIS & BACKCALCULATION  
00152 PAVEMENT DESIGN

### **PRECONSTRUCTION**

00023 BRIDGES - SPANS OVER 200'  
00024 BRIDGES - SPANS UNDER 200'  
00092 GPS  
00104 HIGH DENSITY LASER SCANNER  
00126 INTERCHANGE DESIGN  
00199 ROUTE LOCATION SURVEYS  
00201 RURAL ROADWAY DESIGN  
00235 SUE  
00269 URBAN ROADWAY DESIGN  
00433 TIER I-BASIC HYDROLOGIC & HYDRAULIC DESIGN  
00434 TIER II-COMPLETE HYDROLOGIC & HYDRAULIC DESIGN  
00467 LOW IMPACT DIVISION MANAGED ROADWAY DESIGN  
00480 TIER IV UHE-NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

### **PROGRAM DEVELOPMENT**

00200 FEASIBILITY STUDIES

### **PROJECT DEVELOPMENT & ENVIRONMENTAL ANALYSIS**

00032 CATEGORICAL EXCLUSIONS  
00059 ECOLOGICAL & BIOTIC COMMUNITY STUDIES  
00066 ENVIRONMENTAL IMPACT STATEMENTS  
00106 HISTORIC ARCHITECTRL SURVEYS OF STANDING STRUCT.(BUILD  
00171 PUBLIC INVOLVEMENT  
00227 STREAM BIOLOGICAL MONITORING  
00228 STREAM MITIGATION SITE DESIGN & CONSTRUCTN OVERSIGHT  
00229 STREAM MITIGATION SITE PLAN  
00243 THREATENED & ENDANGERED SPECIES SURVEY & STUDIES  
00280 WETLAND AND STREAM DELINEATION  
00284 WETLAND MITIGATION SITE DESIGN & CONSTRUCTN OVERSIGHT  
00285 WETLAND MITIGATION SITE PLANNING  
00287 WETLAND, STREAM, AND BUFFER PERMITTING  
00308 LIMITED ENGLISH PROFICIENCY (LEP)  
0063 ENVIROMNTAL ASSMNTS/FINDINGS OF NO SIGNIFICANT IMPACTS

**RAIL DIVISION - ENGINEERING & SAFETY OPERATIONS BRANCHES**

00041 RAIL CONSTRUCTION ADMINISTRATION  
00176 RAIL CONSTRUCTION PROJECT INSPECTION AND MANAGEMENT  
00181 RAIL SIDINGS  
00191 REVIEW OF ENGINEERING DRAWINGS, STANDARDS AND SPEC  
00255 TRAFFIC SEPARATION STUDIES & CROSSING EVALTN STUDIES  
00394 INDUSTRIAL AND YARD TRACK DESIGN AND LAYOUT  
00395 FREIGHT MAIN TRACK DESIGN AND LAYOUT

**RAIL DIVISION - PLANNING BRANCH**

00180 RAIL FUNCTIONAL AND PRELIMINARY DESIGN

**RIGHT OF WAY**

00168 PROJECT MANAGEMENT  
00186 RELOCATIONS ASSISTANCES  
00194 RIGHT OF WAY NEGOTIATORS

**ROADSIDE ENVIRONMENTAL - SOIL & WATER ENGINEERING SECTION**

00070 EROSION AND SEDIMENT CONTROL DESIGN

**STATE BRIDGE MANAGEMENT**

00143 NBIS MUNICIPAL BRIDGE INSPECTION  
00444 LOAD RATING

**TRANSPORTATION MOBILITY AND SAFETY DIVISION**

00155 PAVEMENT MARKING PLANS  
00247 TRAFFIC CONTROL PLANS  
00309 TRAFFIC DATA COLLECTION

**TRANSPORTATION PLANNING**

00141 MULTIMODAL TRANSPORTATION PLANNING

**UTILITIES**

00173 PUBLIC WATER DISTRIBUTION SYSTEMS  
00174 PUBLIC WATER TRANSMISSIONS SYSTEMS  
00203 SANITARY SEWER COLLECTION SYSTEMS  
00204 SANITARY SEWER OUTFALL SYSTEMS  
00270 UTILITY COORDINATION

Accordingly, the Department considers your firm prequalified as a Private Consulting Firm until 03/31/2019. Failure to renew or requalify will result in removal from our prequalified contractors' list.

If at any time prior to your next renewal date there is a change in any information for your firm, please proceed to the following website and submit a notice of change in your firm's information:

<https://apps.ncdot.gov/vendor/prequal>

Sincerely,



Vanthaphone Phongsavath  
Private Consultant Qualifications Engineer  
919-707-4819  
tm 26591 1706



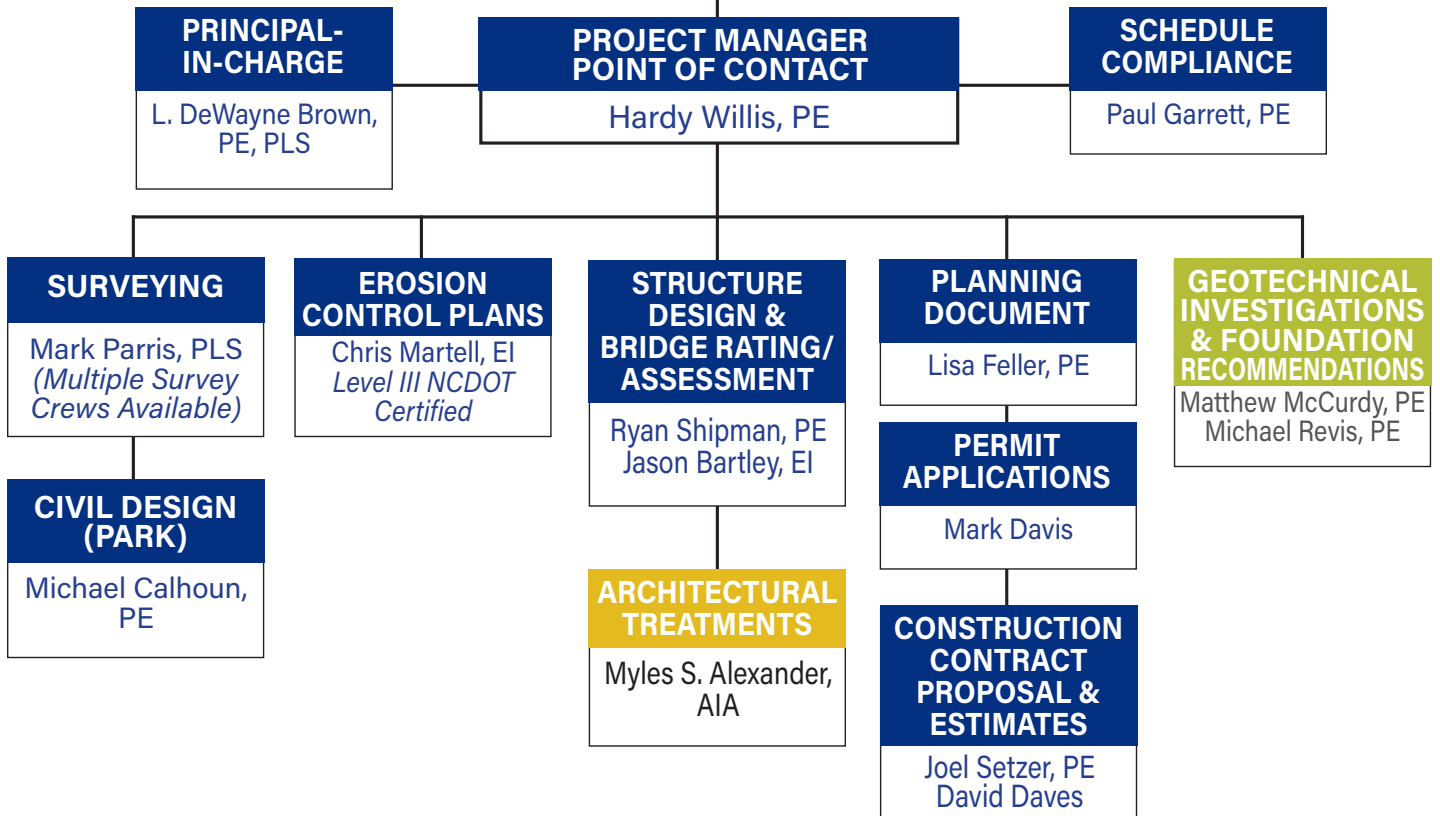
**VAUGHN & MELTON**



**S&ME**



**FORM & FUNCTION**





## HARDY WILLIS, PE

### PROJECT MANAGER/ POINT-OF-CONTACT (ASHEVILLE)



With a 24-year career in the Transportation Design industry that began in the NCDOT Structure Design Unit, Mr. Willis has become a valuable leader in V&M's Highway and Bridge Department. Joining V&M in 1998, Mr. Willis has managed dozens of highway, bridge and railroad bridge projects in North Carolina, South Carolina, Tennessee and Kentucky among other states. Registered in six states, Mr. Willis has managed multi-faceted projects, including jobs involving several sub-consultants, projects with many structures, interstate projects, and projects with intense schedule constraints. His approval is quantified by the amount of returning clients and comments of high regard.

**EDUCATION:** BS, Civil Engineering, 1990 - Duke University

**REGISTRATION:** Professional Engineer, 1995 - NC #020777, GA #022386, KY #21676, TN #106672, SC #23688, WV #16739

### EXPERIENCE HIGHLIGHTS:

**SWEETWATER TRIBUTARY FOOT BRIDGES - LAWRENCEVILLE, GA:** In 2008, V&M teamed with Appalachian Environmental Services and CH2MHill to design the substructure for two pedestrian bridges in Lawrenceville, Georgia. Part of the Martin Heights Stream Restoration and Stormwater Improvement Project, the single span bridges were part of a walking path around a small retention and treatment pond, on the Sweetwater Tributary. Both bridges were 29 feet in length, face-to-face of end bent backwalls, and were constructed by Echo Bridge. Mr. Willis was the lead structural designer for these bridges.

**GREENWAY TRAIL PEDESTRIAN BRIDGE - BOONE, NC:** V&M was selected by the Town of Boone to lead in the design of a new pedestrian bridge over the South Fork of the New River in a downtown greenway park. The Town's desire was to enhance this park with upgraded walking trails, capitalizing on previously untapped areas within the park system. Mr. Willis was the leads structural designer for the footings and sub-structure of this bridge.

**MINGO FALLS OBSERVATORY BRIDGE - CHEROKEE, NC:** V&M was asked by Taylor & Murphy Construction to design this special pedestrian bridge with one peculiar stipulation: all components had to weigh 320 lbs. or less. The remote location meant that vehicular access would be prohibited, and all parts necessary to build the bridge would have to be carried in by hand! In addition, connections presented a problem, since welding equipment would also be difficult to transport into the site. After assessing the dilemma presented, Vaughn & Melton arrived at the most lightweight solution available: side by side floor joists. These were connected to other members using high strength bolts. Timber decking and railing and small steel angles were utilized as well. As an added measure of protection, all steel was specified to be weathering steel, and all bolted connections galvanized. Mr. Willis was the lead structural engineer for this project.

**PEDESTRIAN BRIDGE AT OCONALUFTEE RIVER - CHEROKEE, NC:** Vaughn & Melton worked with Taylor & Murphy Construction to furnish this crossing from US 441 to an island on the Oconaluftee River for the Eastern Band of Cherokee Indians. Vaughn & Melton stayed within a stated budget, and provided land surveying services, structural design and hydraulic analysis. The 100-foot long bridge and ramp system was analyzed to ensure that the new construction would not cause a rise in the 100-year flood elevation upstream. This data was submitted to FEMA for review and approval. The structural design entailed timber decking on the ramps, with steel I-beams. The ramps were designed to be ADA-accessible, with adequate clear width and slopes. The main bridge was primarily steel construction. Mr. Willis was the lead structural designer on this project.

**MOUNT MITCHELL – YANCEY COUNTY, NC:** Project Manager of the new observation tower at the top of Mount Mitchell in Yancey County, NC. The North Carolina Division of Parks and Recreation enlisted the services of Vaughn & Melton to provide engineering, architectural and surveying services to replace the existing tower, a national monument, at the summit of Mount Mitchell, the tallest mountain peak east of the Rockies. Project also included trail renovations.



## MARK PARRIS, PLS SURVEYING MANAGER (ASHEVILLE)



Mr. Mark Parris, PLS started his professional surveying career in 1999. He began his career at V&M in 2011 as a survey field crew leader. In 2015 he became the survey manager in charge of QA/QC, technical review, staffing, scheduling, and project budgets for the Carolinas. He has extensive experience in boundary surveys, topographical surveys and construction staking surveying.

**EDUCATION:** AS, Surveying Technology, 2003 - AB Technical Community College

**REGISTRATION:** Professional Land Surveyor, 2004 - NC, SC

### EXPERIENCE HIGHLIGHTS:

**NCDOT THOMPSON ST. & NC 81/SWANNANOA RIVER RD. U-5832 SURVEYING & S.U.E.:** Project Manager and Survey Crew Supervisor providing conventional surveying and Level B S.U.E. along NC 81 (Swannanoa River Rd.) from SR 3214 (Biltmore Ave.) to US 74A (South Tunnel Rd).

**NCDOT I-5504 I-26/NC-191 (BREVARD ROAD) INTERCHANGE MODIFICATIONS AND I-26 WIDENING AND PAVEMENT RECONSTRUCTION DESIGN-BUILD IN BUNCOMBE COUNTY, NC (SUB TO RS&H):** Beginning at Pond Road and continuing eastward for approximately 1.2 mile, the Design-Build Project I-5504 will widen I-26, including pavement reconstruction.



## CHRIS MARTELL, EI EROSION CONTROL PLANS (ASHEVILLE)



Mr. Martell has an ABET-accredited Bachelors of Science in Civil Engineering program graduate backed by knowledge of engineering theories, codes, rules, principles, specifications and non-routine matters. He has experience in project management and productivity, surveying, computer-aided design software, structural design and modelling, field test procedures, statistical analysis, safety procedures, local and federal laws and regulations, and personnel and budget management. As a native of Puerto Rico, Mr. Martell is fluent in Spanish.

**EDUCATION:** BS Civil Engineering - Polytechnic University Of Puerto Rico - San Juan, Puerto Rico

### EXPERIENCE HIGHLIGHTS:

**NCDOT U-5887 IMPROVEMENTS TO SR 1783 (N. HIGHLAND LAKE ROAD) NC 225 (GREENVILLE HIGHWAY) TO WEST OF US 176 (SPARTANBURG HIGHWAY) IN HENDERSON COUNTY, NC:** Vaughn & Melton Consulting Engineers (V&M) is providing management and design services for this roadway improvement project. Mr. Martell developed erosion control plans for this project. As a member of the engineering team, he was also available at the public meeting to answer engineering questions in addition to providing Spanish interpretation as needed.

**NCDOT U-5834 UPGRADE TO MILLS GAP ROAD FROM US 25 (HENDERSONVILLE ROAD) TO WESTON ROAD IN BUNCOMBE COUNTY, NC:** V&M is providing project management, design, and public involvement services for this project which will upgrade the road and improve traffic operations. Mr. Martell developed erosion control plans for this project. As a member of the engineering team, he was also available at the public meeting to answer engineering questions in addition to providing Spanish interpretation as needed.



## RYAN SHIPMAN, PE

### STRUCTURE DESIGN



Mr. Shipman was hired by V&M immediately after his graduation in December of 2012. Since that time he has led the design of multiple NCDOT bridges and culverts. Mr. Shipman was the lead designer on the Vance-Warren steel girder bridge, one of the three current Richmond County bridges, and several cored slab bridges for Divisions 13 and 14. Summarily, he has led the design of 5 culverts, 2 PCG bridges, 15 cored slab bridges, 1 steel plate girder bridge, and has also been involved in 3 CSX railroad projects (bridges, walls, and falsework structures).

**EDUCATION:** BS, North Carolina State University - 2012    **REGISTRATION:** PE - NC

### EXPERIENCE HIGHLIGHTS:

**NCDOT – I-914BA, I-85 NBL BRIDGE OVER US 158 RAMP, VANCE COUNTY, NC:** Mr. Shipman was the Lead Designer of this single span, 220' long welded steel plate girder bridge in Vance County. Part of a new widening project along Interstate 85 in northeastern NC, this bridge is on a sweeping horizontal curve crossing a ramp to US 158, also on a curve. The bridge is on a heavy, 45-degree skew. Plate girders are 95" tall, and spaced on 10'-0" centers. End bents for this bridge are on two rows of steel HP piles, with a unique combination of vertical and braced piles, due to the need for pre-drilling. Mr. Shipman and V&M have received high grades in reviews of our work by NCDOT on this project.



## JOEL SETZER, PE

### CONSTRUCTION CONTRACT PROPOSAL & ESTIMATES



Mr. Setzer worked for the North Carolina Department of Transportation (NCDOT) from 1986-2016 starting from entry level engineering up to Division Engineer for the ten county region in the far western end of the state. He held the positions of County Maintenance Engineer, District Engineer, Division Construction Engineer, Division Maintenance Engineer, Division Operations Engineer, Division Project Delivery Engineer, and Division Engineer. He also served as the Division Planning Engineer. Mr. Setzer has been associated with hundreds of transportation improvement projects in one form or another to include: Long Range Planning; Prioritization of Needs; Feasibility Studies; Project Development; Project Financing; Natural Environmental Analysis; Human Environmental Analysis; Environmental Permitting; Management of Bidding Processes; Construction Management; and Maintenance and Operations of the network. He championed team approaches to problems, strong customer service, and delivery of services on schedule.

**EDUCATION:** Bachelor of Science, Civil Engineering, North Carolina State University

**REGISTRATION:** Professional Engineer, NC

### EXPERIENCE HIGHLIGHTS:

**NCDOT I-4729A STREAM RELOCATION MONITORING PLAN ON HORSE CREEK (PART OF THE I-26/US 74 INTERCHANGE IMPROVEMENT PROJECT) POLK COUNTY, NC:** V&M has been asked to monitor this 742 linear foot stream channel relocation project, the installation of which was recently completed on Horse Creek. V&M will be monitoring the stream relocation for Division 14 for the next 5-7 years to meet permitting and mitigation requirements required by the USACE and NCDWR. Joel is the project manager for this project.

**S-164 BATESVILLE ROAD - GREENVILLE COUNTY, SOUTH CAROLINA:** Vaughn & Melton provided conceptual and design services for the roadway alignment relocation, widening, and construction of a new bridge along Batesville Road (S-164) from SC-14 to just beyond Roper Mountain Road (S-548) in Greenville County, SC for this SCDOT project.



## MATTHEW H. McCURDY, PE

### GEOTECHNICAL INVESTIGATIONS

Mr. McCurdy is a Senior Foundation/Geotechnical Engineer and Project Manager located in S&ME's Asheville office. In addition to quality experience gained in North Carolina, the first part of his 20 year career was spent in Atlanta, Georgia. He is skilled in the following areas:

**Geotechnical Explorations** - Conventional and complex geotechnical projects, shallow foundations, deep foundations, pavement design, dewatering, and bearing capacity/settlement analysis.

**EDUCATION:** BS, Civil Engineering, 1996, University of Alabama - MS, Civil Engineering, 1998, University of Alabama

**REGISTRATION:** PE - NC, GA

### EXPERIENCE HIGHLIGHTS:

**MONTREAT COLLEGE – 23-ACRE DEVELOPMENT SITE AND RECREATION TOWER - BLACK MOUNTAIN, NC:** Geotechnical engineer during evaluation of a 23-acre property south of U.S. Highway 70. Plans for the site were preliminary in nature but intended for one to three story educational buildings and other auxiliary facilities. Project also included geotechnical engineering for a 40-foot tall timber tower to support a rope climbing course.

**EASTERN BAND OF CHEROKEE INDIANS PEDESTRIAN BRIDGE - CHEROKEE, NORTH CAROLINA:** Geotechnical engineer for a new pedestrian bridge to be constructed over the Oconaluftee River in Cherokee, North Carolina. The 6-foot wide bridge will span about 150 feet over the river from driven H-pile supported end bents off Highway 19 and Old River Road.



## MICHAEL GLEN REVIS, PE

### PRINCIPAL GEOTECHNICAL ENGINEER

Mr. Revis works for S&ME's Spartanburg Office as a Senior Engineer. He is skilled in the following disciplines: Site Subsurface Explorations and Testing programs, including Soil Test Borings, Rock Coring, and In situ Testing and Sampling using Dilatometer, Cone Penetrometer and Pressuremeter; Geotechnical Engineering Analyses and Design of Deep and Shallow Foundations in Piedmont, Coastal Plain and Valley, and Ridge Geologic Provinces of the South and Mid-Atlantic regions; Slope Stability and Excavation Stability Analyses; Design and Construction of Earth Retaining Systems including Soil Nailing, and Mechanically Stabilized Retaining Walls and Slopes; Design and Analysis of Rigid and Flexible Pavement sections.

**EDUCATION:** MS, 1993, Geotechnical Engineering, Virginia Polytechnic Institute & State University; BS, 1991, Civil Engineering (Geotechnical Emphasis), Old Dominion University

**REGISTRATION:** PE - NC, GA, SC, VA, WV

### EXPERIENCE HIGHLIGHTS:

**I-85 Widening (MM80-MM96) Spartanburg & Cherokee Counties, South Carolina | 2014-2016:** Senior Engineer for the I-85 Widening MM80-96 project, which included a preliminary Geotechnical Exploration for the Design/Build Prep phase. Our scope of services included completion of 128 soil test borings performed along the I-85 median, 10 borings (with rock coring) for proposed replacement bridges over I-85 at five interchanges, and 66 borings for proposed retaining walls, culverts, and associated ramps/roadways.



## MYLES S. ALEXANDER, JR. AIA ARCHITECTURAL TREATMENTS



Mr. Alexander is a principal in Form & Function Architecture. F&F's portfolio consists of projects that range from new commercial buildings, complex renovations/additions to minor repair and restoration of existing buildings. We focus on projects with budgets less than \$3 million and consistently seek out projects that are considered "non-standard" by larger firms who do not have the staffing or fiscal flexibility to perform these specialized projects.

**EDUCATION:** Masters of Architecture with Honors, Clemson University, Clemson SC; Bachelors of Design, Magna cum Laude - Clemson University, Clemson SC

**REGISTRATION:** NC#10220; SC#7387; NCARB #61232; AIA #30368902

### EXPERIENCE HIGHLIGHTS:

- Hooker Falls Bathroom Building Dupont Forest – NC Dept of Forest Services
- Dorms 1&2 Renovation @ Julian F Keith ADATC NC DHHS, Black Mountain NC
- UNCA RAMP Studio Upfit - Asheville NC
- Smokey Park Supper Club - Asheville NC
- Chimney Rock State Park Gatehouse Renovations - NC Dept of Forest Resources, Lake Lure NC
- Brownlee-Trout Residence - Black Mountain NC
- Cromer Food Services - Anderson SC
- Blue Ridge Biofuels Upfit - Asheville NC
- Snelson Farmhouse Restoration - Leicester NC

# 4. REFERENCES

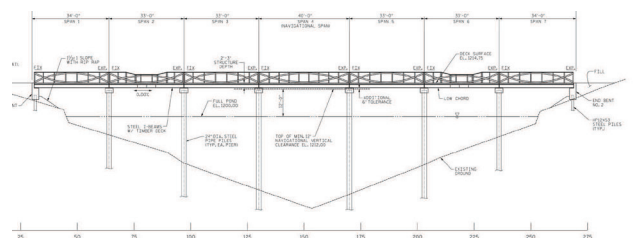
## LAKE JAMES STATE PARK COVE BRIDGE PROJECT

### LAKE JAMES, NC

**Project:** Vaughn & Melton was selected by the NC Division of Park & Recreation to design this bridge crossing the northern arm of Lake James (Burke County). The final design was for an aesthetically crafted timber deck and railing on steel I-beams, supported by reinforced concrete hammerhead piers in the steeply sloping lake bottom. V&M also provided design of a parking lot and trail, and assisted in the design of a visitors center. V&M will also provide construction inspection services.

**Services Provided:** Bridge Design, Civil Engineering, Construction Administration, Campground Improvements, Trail Design, Construction Administration, CEI

**Dates:** Current **Client Reference:** Erin Lawrence, NC Parks and Recreation, 919.707.9322



## SWEETWATER TRIBUTARY FOOTBRIDGES

LAWRENCEVILLE, GA

**Project:** Vaughn & Melton teamed with Appalachian Environmental Services and CH2MHill to design the substructure for two pedestrian bridges in Lawrenceville, Georgia. Part of the Martin Heights Stream Restoration and Stormwater Improvement Project, the single span bridges were part of a walking path around a small retention and treatment pond, on the Sweetwater Tributary. Both bridges were 29 feet in length, face-to-face of end bent backwalls, and were constructed by Echo Bridge.

The project was funded and initiated by the Gwinnett County Department of Water Resources, and the lead designer was CH2MHill. The retention pond was designed with a primary objective of restoring aquatic habitat in a highly developed watershed. Vaughn & Melton's part in this project involved limiting the disturbance to the adjacent wetlands areas, while coordinating with AES, Echo Bridge, and S&ME, the geotechnical subconsultant. Adherence to the Low Impact Pedestrian Trails and Footbridges Section of the local specifications was imperative in this effort.

Today, construction of the pond and walking trail in this suburban setting has been completed, and local residents enjoy its benefits. A welcoming retreat, the entire project has been a success by any measure.

**Services Provided:** Structural Design, Construction Drawings, Geotechnical Investigation (subconsultant)

**Dates:** 2012

**Client Reference:** [Appalachian Environmental Services, Mickey Henson, 864-467-4335](#)



## EBCI DOWNTOWN PEDESTRIAN CROSSING BRIDGE

CHEROKEE COUNTY, NC

**Project:** V&M was awarded a pedestrian bridge and force main sewer line project by the Eastern Band of Cherokee Indians. The project was located near the Downtown of the Cherokee Community in Swain County. V&M provided the surveying, structural design, civil engineering, hydraulic analysis, stormwater design, erosion control plan design, and construction documents and specifications for this project which is located over the Oconaluftee river. A local TERO certified firm, First Nations Environmental, was on the V&M team to provide utility coordination.

The intent of the project was primarily to provide a new crossing for a sewer main. As the project developed, the Tribe made a decision to incorporate a full pedestrian bridge. The result will be a connector between Old River Road and a new water park and developing area.

Construction on this project has not begun.

**Services Provided:** Surveying / S.U.E., Civil Engineering, Structural Design, Hydrologic /Hydraulic Analysis & Design, Pipeline Design, Stormwater Design, Erosion Control Plans, Utility Coordination

**Dates:** 2014

**Client Reference:** [Ken Greene, PE, Lead Engineer, Eastern Band of Cherokee Indians, 828-497-1892](#)



*Rendering of Proposed Bridge*

As we understand it, the desire is to treat this project in two phases – each phase interdependent on the other. Since the first phase of work is to assess the structural capacity of the existing bridge, one of our structural engineers has already visited the site. In response to the stated needs of the Town, we would begin with a thorough review of the existing structural data gathered from previous inspections, and provide our own follow-up site inspection. We would assess the condition of the decking, wingwalls/abutments, beams, and other key components.



The first step will be to determine what members need to be replaced or rehabilitated for the short term (phase 1) goal – to make the bridge safe for immediate pedestrian access. We would begin with a **site survey** (conducted by one of our seven in-house survey crews operating out of our Asheville office), **geotechnical exploration** (utilizing our subconsultant S&ME, who is also located in Asheville), and the **bridge assessment** (led by Asheville V&M bridge inspector and structural engineer, Jason Bartley). If detailed **load rating** of the bridge is necessary, we have the expertise to accomplish this as well – in the NCDOT bridge rating experience of Ryan Shipman (V&M Asheville). This would be followed by design and plan development of the phase 1 construction plans. **Permit processing** would be led by Mark Davis – who was the former NCDOT Division 14 Environmental Officer.

Phase 2 would entail development of the covered bridge feature and the potential park west of the bridge. We would include our **architectural** subconsultant, Form & Function (Asheville), for the development of the covered bridge appearance, working in close coordination with Town of Montreat personnel. Based on the findings during phase 1, the proposed covering would either be designed to be attached to the existing bridge, or to be a stand-alone structure. The park would be designed to meet the town's needs, and this would be led by V&M's Mike Calhoun, in terms of **civil engineering and drainage design** (i.e. grading plans). Throughout the entire design process (both phases), caution will be taken to avoid the utility pipe that runs adjacent to the bridge.



In the end, it will be our team's goal to produce a finished product that is in keeping with the aesthetic and functional desires of the Town of Montreat.

Assuming a Notice-to-proceed Approximately March 1, 2019, V&M proposes the following project schedule:

### PHASE 1

- |                      |   |
|----------------------|---|
| ▪ March 10, 2019     | Design Team / Town of Montreat kickoff meeting            |
| ▪ March 21, 2019     | Land Surveying & Bridge inspection / assessment           |
| ▪ March 31, 2019     | Geotechnical Exploration (S&ME)                           |
| ▪ April 21, 2019     | Foundation Recommendations Complete (S&ME)                |
| ▪ April 30, 2019     | V&M presents conceptual drawings to Town.                 |
| ▪ July 31, 2019      | Permit Application  |
| ▪ August 31, 2019    | Final Construction Drawings submitted to Town for review. |
| ▪ September 15, 2019 | Contract completion / Construction cost estimate          |

Pending funding allocation, assume immediate rollover into Phase 2 design.

### PHASE 2

- |                     |  |
|---------------------|--|
| ▪ October 1, 2019   | Design Team / Town of Montreat Phase 2 kickoff meeting                 |
| ▪ October 21, 2019  | Follow-up land surveying (park area), if necessary                     |
| ▪ November 30, 2019 | V&M / F&F present covered bridge and park concept / alternates to Town |
| ▪ March 31, 2020    | Final bridge and civil drawings submitted to Town for review           |
| ▪ April 15, 2020    | Phase 2 Contract completion / Construction cost estimate               |

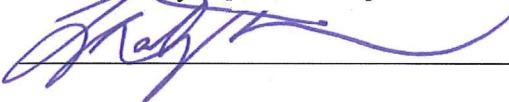
## E-Verify

STATE OF North Carolina COUNTY OF Buncombe

I, L. DeWayne Brown (the individual attesting below), being duly authorized by and on behalf of Vaughn & Melton ("Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
  - a. YES X, or
  - b. NO \_\_\_\_\_
4. Employer and Employer's subcontractors comply with E-Verify, and if Employer subsequently retains any subcontractors on this project Employer will ensure their compliance with E-Verify.

This 1st day of February, 2019.



Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of NC County of Buncombe

L. DeWayne Brown

Signed and sworn to (or affirmed) before me, this

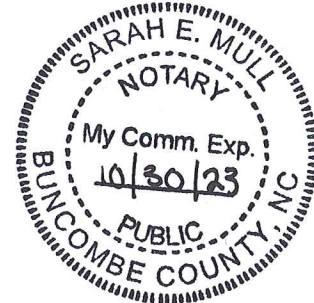
the

1 day of Feb, 2019. My Commission

Expires:

10/30/2023 Notary Public

(Affix Official/Notarial Seal)



## E-Verify

STATE OF South Carolina COUNTY OF Greenville

I, Jordan Titus (the individual attesting below), being duly authorized by and on behalf of SCME, Inc. ("Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
  - a. YES X, or
  - b. NO
4. Employer and Employer's subcontractors comply with E-Verify, and if Employer subsequently retains any subcontractors on this project Employer will ensure their compliance with E-Verify.

This 11 day of February, 2019.

[Signature]

Signature of Affiant

Print or Type Name: Jordan Titus

State of SC County of Greenville

[Signature]

Signed and sworn to (or affirmed) before me, this

the

11<sup>th</sup> day of Feb., 2019. My Commission

Expires:

Feb. 11, 2026 Notary Public

(Affix Official/Notarial Seal)

## E-Verify

STATE OF North Carolina COUNTY OF Buncombe

I, Myles Alexander (the individual attesting below), being duly authorized by and on behalf of Form & Function Architects, PC ("Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
  - a. YES       , or
  - b. NO   X
4. Employer and Employer's subcontractors comply with E-Verify, and if Employer subsequently retains any subcontractors on this project Employer will ensure their compliance with E-Verify.

This 11 day of February, 2019.

Signature of Affiant

Print or Type Name: Myles Alexander

State of NC County of

Buncombe Sarah E. Mull

Signed and sworn to (or affirmed) before me, this

the

11 day of Feb, 2019. My Commission

Expires:

10/30/23

Notary Public

(Affix Official/Notarial Seal)



Client#: 1800518 64VAUGHMEL1  
**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
**2/04/2019**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>McGriff Insurance Services</b> <b>2600 Eastpoint Parkway</b> <b>Louisville, KY 40223</b> <b>502 489-5900</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 502 489-5900</b> <b>FAX (A/C, No): 866 881-2185</b> <b>E-MAIL: chovekamp@mcgriffinsurance.com</b> <b>ADDRESS:</b>	
<b>INSURED</b> <b>Vaughn&amp;Melton Consulting Engineers Inc</b> <b>P.O. Box 57</b> <b>Harrogate, TN 37752</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Transportation Insurance Company</b> <b>INSURER B : Continental Insurance Company</b> <b>INSURER C : Continental Casualty Company</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
		<b>NAIC #</b> <b>20494</b> <b>35289</b> <b>20443</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			6042786459	06/30/2018	06/30/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6042920743	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$10000			6042786476	06/30/2018	06/30/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6042786462	06/30/2018	06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			AEH276200096	11/22/2018	11/22/2019	5,000,000 Per Incident 10,000,000 Aggregate \$350,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Texas Road Pedestrian Bridge - Bid 2019-002

Certificate holder is recognized as Additional Insured under General Liability coverage as respects operations of insured to which this insurance applies. Coverage will not extend to any additional insured that is not provided by the insurance policy nor that is any broader coverage than the requirement of the written contract or agreement.

**CERTIFICATE HOLDER**

<b>Town of Montreat</b> <b>96 Rainbow Terrace</b> <b>Black Mountain, NC 28711</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

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 #S22887868/M21928376

MCH

## Iran Divestment Act Certification

N.C.G.S. 143C-6A-5(a)

As of the date listed below, **Vaughn & Melton** (name of vendor/bidder)  
is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor/bidder listed above to make the foregoing statement.

  
Signature

**January 30, 2019**

Date

**L. DeWayne Brown**

Printed Name

**Vice-President**

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contracts with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

# 8. STANDARD ENGINEERING SERVICES CONTRACT

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 04, 2018 ("Effective Date") between  
(Owner")

And Vaughn & Melton Consulting Engineers ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Engineer's Services under this Agreement are generally identified as follows:

—

Owner and Engineer further agree as follows:

### 1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.

### 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

### 3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

### 4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the

assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties..
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Basis of Payment—Hourly Not to Exceed*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. On an hourly basis with a fee not to exceed amount of \$

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's documentation of the total services actually completed during the billing period. Hourly rates are attached to this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENGINEER:

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

Title: Project Manager

Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate  
Number: C-2419

State of: NC

Address for giving notices:

1318-F Patton Avenue  
Asheville, NC 28806  
\_\_\_\_\_  
\_\_\_\_\_



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_.

### **Engineer's Standard Hourly Rates**

#### *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

#### *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Billing Class VIII	\$ _____/hour
Billing Class VII	_____/hour
Billing Class VI	_____/hour
Billing Class V	_____/hour
Billing Class IV	_____/hour
Billing Class III	_____/hour
Billing Class II	_____/hour
Billing Class I	_____/hour
Support Staff	_____/hour



# TOWN OF MONTREAT, NC

## PUBLIC NOTICE OF REQUEST FOR QUALIFICATIONS

(RE-ADVERTISED:) PROFESSIONAL SERVICES  
TEXAS ROAD PEDESTRIAN BRIDGE  
PROJECT NUMBER 2019-002

**Introduction:**

The Town of Montreat requests proposals from qualified and experienced engineers to prepare design documents for the Texas Road Pedestrian Bridge Project Number 2019-002. The purpose of this project is to prepare design documents for the conversion of Texas Road Bridge from a vehicular bridge to a pedestrian bridge. The project is located on Texas Road, spans Flat Creek, and is identified by bridge number 528. Services to be provided, proposal contents, evaluation criteria and submission requirements are outlined below.

The project is the conversion of an existing vehicular bridge into a pedestrian bridge. The Town envisions the long-term product to be a covered pedestrian bridge with wood and stone design elements and opensides. However, the construction and conversion of the bridge will be separated into two phases. The first phase will utilize the existing bridge structure to the extent reasonably possible. The engineer will need to consider the useful life of, and need to repair or replace in the future, the existing headwalls and wingwalls of the bridge. A structural engineer may need to be consulted in the design process. The first phase of construction/conversion will make needed structural improvements to the bridge, including either (a) removing the approximate 3 1/2' edge of the timbers along each side of the bridge (to the edge of the underlying steel beams), and then resurfacing the top of the remaining portion of the timbers; or (b) removing all of the existing timbers along the top surface of the bridge and installing new narrower timbers in their place. An alternative consideration would be to not utilize the existing structure as extensively, but to construct a "bridge over the bridge," with new supporting structures being installed. The first phase of construction will include needed safety improvements to the bridge. These include resurfacing the bridge, installing a handrail along each side of the bridge, installing bollards to prevent vehicular traffic on the bridge, and installing design elements directing pedestrian traffic onto the bridge.

The potential second phase of construction/conversion will include (a) a cover/roof over bridge, (b) a small park area in the area west of the bridge, and (c) any design elements and features that cannot be included in the first phase due to budgetary constraints.

Interest parties are invited to submit proposals for the provision of engineering and design services for the Texas Road Bridge Project Number 2019-002. All proposals must be delivered on or before Monday, February 11<sup>th</sup> at 4:00 PM in order to be considered. Each firm is asked to submit seven (7) copies of their proposal for service by US Mail or deliver to:

Alex Carmichael

Town of Montreat



96 Rainbow Terrace

Black Mountain, NC 28711

A PDF copy is also required to minimize future printing. Any questions should be directed to Alex Carmichael at [acarmichael@townofmontreat.org](mailto:acarmichael@townofmontreat.org) or (828) 669-8002.

**Scope of Services:**

The following will outline in detail the services to be provided by the Consultant:

1. The work will include but not be limited to geotechnical investigations and foundation recommendations, location and surveys, erosion control plans, structure design, preparation of any necessary permit application, preparation of planning document, and preparation of construction contract proposal and estimates. The plans for the work listed above shall be prepared in an electronic format as well as rendered in paper format.
2. Consultant shall participate in an initial half day meeting with Town Staff to engage in discussion about project deliverables as well as meeting as needed at predetermined milestones.
3. Coordinate a survey of the project area.
4. Based upon meetings and close coordination with Town Staff, including the Director of Public Works and the Flood Plain Administrator, the Consultant shall prepare and present a final project schedule to Staff.
5. Prepare the following deliverables:
  - i) Construction drawings for two-phased bridge conversion/construction as well as all necessary permits and locations and survey documents and other related documents as detailed above.
  - ii) Construction contract proposal and estimates
6. These drawings should be designed to meet ADA access standards and with eye towards improving pedestrian and bicycle safety and access to the greatest extent possible.

**Other Project Requirements:**

All technical memoranda and the final construction documents shall be submitted in electronic form to the Town.

**Evaluation of Proposals:**



A selection committee, composed of Town of Montreat staff, will review the submitted proposals based on the evaluation factors noted below. Proposals will be evaluated with regards to all factors. Key areas of focus will be on the experience and demonstrated ability of the project team members, project approach, and project schedule. The selection team will also consider innovative solutions that either result in effective, optimized, cost-effective improvements, or address an identified critical issue. In the event insufficient or inadequate submittals are received, additional firms may be invited to respond.

The shortlisted firms may be asked to appear before the selection committee for an informal interview. The interview will consist of a presentation of the firm's qualifications for the job, experience on similar projects, explanation of any ideas the firm has that have a bearing on overall project cost or time savings and a question/answer period. After selecting the best qualified firm based upon the evaluation criteria below, the selection committee will negotiate a fee for the proposed work. The Town of Montreat reserves the right to reject any and all proposals.

Proposals and the previous qualifications will be evaluated based on the following criteria:

1. Firm experience/reputation/workload: Experience of the firm in similar work and record of successful results of that work. Also considered will be the firm's ability to take on additional work, the firm's demonstrated understanding of the project's goals and purpose, the firm's productive and professional working relationship with the Town of Montreat, the firm's specific management approach, how the firm proposes to achieve the project's time goals, how well the firm's organizational structure shows sufficient depth for its present workload, and the firm's ability to offer the breadth and quality of services required for the project. Examples of relevant work experience including projects of similar size undertaken within the last three years will be required.
2. Experience of the personnel assigned to the project team: The Town of Montreat will give considerable weight to the individual qualifications of the project team members who will actually do most of the work on this project. Consideration will include qualifications of key personnel, project team members' individual experience and other qualifications, the project manager's experience, sub-consultants' individual experience, as well as other qualifications.
3. Response to the project objective outlined in the RFQ: This should include demonstrated understanding of scope of project, demonstrated ability and pedestrian infrastructure experience, innovative suggestions that may increase the value of this project, as well as



demonstrated ability to present technical data in a user-friendly format with appropriate use of graphics.

4. Adherence to proposal format.
5. Schedule: Once a contract is awarded, the selected firm must be in a position to begin work immediately and move quickly towards completion.

**Proposal Contents:**

Proposal shall be reviewed and approved by Town Staff. Based upon the results of those evaluations, Staff will contact the firms considered to best qualified. The Town reserves the right to select a consultant without an interview, should that be deemed appropriate by Town Staff.

The Proposal shall include, at a minimum, with sections tabbed with numbers, the following:

1. Introduction:
  - a. An introductory letter & table of contents.
  - b. A clear & concise response as to why the Town of Montreat should select your firm for this work. This response should demonstrate a general understanding of the Town's service needs.
2. Statement of qualifications of firm: A description of the Consultant's relevant qualifications and experience, including:
  - a. Date of most recent qualification
  - b. Statement of any possible conflicts of interest
3. Staff:
  - a. Identify project personnel/subconsultants qualifications and experience
  - b. Unique qualifications of key team members
  - c. Organizational chart indicating personnel to be assigned by discipline
4. References: References for three similar projects successfully completed in the last ten years by the Consultant, including current contact information for those references.
5. Project Approach: A description of how the firm proposes to approach this project, including sufficient discussion of proposed methodologies, techniques, and procedures for each work item. Describe the hierarchy of project management. Provide suggestions for any additional services which may enhance the value or affect the overall economy and effectiveness of the project.



6. **Project Schedule:** A proposed time schedule and a method of assuring that the time schedule is met. Provide a proposed time schedule for completion of the key tasks in each phase and the method to assure that the time schedule will be met. Identify the person responsible for assuring schedule compliance.
7. **Required Forms:** A complete E-verify statement, for each firm proposed to be a part of the project team as well as a completed, current certificate of insurance, an Iran Divestment, and Israel Boycott Contracting statement.
8. **Standard Engineering Services Contract:** A professional services contract will be negotiated with the selected consultant based on the proposed scope of work. Attach an example of the firm's standard engineering services contract. This may serve as a basis for any contract with the selected consultant. The agreement must include the following provisions. "Indemnification and Hold Harmless Agreement: Name of the Contractor / Supplier shall indemnify, protect, defend and save harmless the Town of Montreat, its agents and employees from and against any and all claims, demands, judgments, or causes of action, including costs and attorney's fees by any party or parties whatever for loss damage, injury, fines or penalties of any kind or character either to persons or property directly or indirectly arising out of the actions or inactions of the contractor with respect to [provide a description of the operations, service, or work being performed, including the contract number, purchase order or other identifier under the contract] except such loss, damage or injury as is caused by the sole negligence of the Town of Montreat. This indemnity agreement shall impose liability on the (Name of the contractor / supplier) to the fullest extent permitted by the laws of the state governing performance thereof, and any provision hereof not permitted by such laws is expressly deleted from said agreement."

Proposals shall include information certifying that the consultant will provide the following minimum insurance coverage prior to execution of the engineering services contract.

#### **Insurance Requirements**

The consultant will be required to obtain Workers' Compensation, Employers' Liability, General Liability, Automobile Liability, Umbrella, and/or Professional Liability. The Town of Montreat shall be named as additional insured for General Liability.

#### **Format:**



All submittals shall be limited to a maximum of 25 pages and must use no smaller than 10pt size text. Submittals consisting of more than 25 pages shall be rejected. Submittals shall be printed single-sided on 8.5"x11" paper. The two required forms (E-verify & certificate of insurance) and front and back covers will not count toward the page limit. Promotional literature, brochures, cover letter etc. will be considered as a part of the page limit. Failure to include any required components of the Proposal as listed above may result in disqualification of the proposal. Any proposals either submitted after the deadline or submitted with fewer copies than required will not be considered.

**Proposed Schedule:**

The chart below shows the schedule of key events to prepare your organization's proposal package.

**DATE EVENT**

- January 14, 2019 Re-Issuance of Request for Proposals
- January 31, 2019 Pre-submittal meeting, 10:00 AM, Town Services Building, 96 Rainbow Terrace, Black Mountain, NC 28787
- February 11, 2019 Proposals are due by 4:00 PM

**Disclosure Requirements:**

The Town of Montreat is an Equal Opportunity Employer. Local, minority, female owned, and small businesses are encouraged to submit proposals. The Town of Montreat reserves the right to reject any or all proposals that do not meet the proposal contents specified above.

**Contact with Town Staff:**

Maintaining the integrity of the RFQ process is very important to the Town of Montreat. This RFQ will be posted on the Town of Montreat website. Unless you have questions regarding the RFQ process, do not contact any members of Town Commission or Town Staff until the contract is awarded. Questions regarding the process may be directed to Mr. Alex Carmichael at [acarmichael@townofmontreat.org](mailto:acarmichael@townofmontreat.org). Answers to any questions will be issued as an addendum & issued via email to all parties who attend the pre-submittal meeting. Failure to adhere to these restrictions may significantly reduce your prospects for selection. The firm selected for this work will be notified via telephone. Notification to firms that have not been selected will be transmitted via the US Mail.



We look forward to receiving your proposal package.

Sincerely,

Alex Carmichael

Town Administrator



## TOWN OF MONTREAT

P. O. Box 423  
Montreat, NC 28757  
Tel: (828)669-8002 Fax: (828)669-3810  
[www.townofmontreat.org](http://www.townofmontreat.org)

### BOARD OF COMMISSIONERS & ADVISORY BOARD/COMMITTEE MEMBERSHIP APPLICATION

Full Legal Name: Burns Wade DuBose  
(Last) (First) (Middle)

Physical Address: 232 North Carolina Terrace

Mailing Address: PO Box 610

Home Phone: 828 231 0650 Alternate Phone: 828 231 0650

Email Contact Information: wadeburns@bellsouth.net

On which Board or Committee do you wish to serve?

- ☐ Board of Adjustment ☒ Planning and Zoning Commission
- ☐ Comprehensive Plan Steering Committee ☐ Board of Commissioners
- ☐ Montreat Landcare Committee ☐ Tree Board
- ☐ Open Space Conservation Committee

Please explain why you want to be a member of this board/committee:

See attached \_\_\_\_\_

Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the selected board/committee can play a role in addressing each issue:

See attached \_\_\_\_\_

List any abilities, skills, specialized training or interest you have which are applicable to this board/committee:

See attached \_\_\_\_\_

Have you ever attended a regularly scheduled meeting of the selected board/committee? YES

How much time are you able to devote to fulfill this obligation? As needed

**A. Please explain why you want to be a member of this board. Wade D. Burns**

The Town Board of Commissioners has assigned the current P&Z Board the task of a thorough review of our Zoning Ordinance. This can include how the ordinance aligns w/ the unique character, historic street layout and topography of Montreat. This request is in response to many concerns about the possible need for some revisions. I have studied the ordinance for about 18 years and believe it is my civic responsibility to volunteer for service on the P&Z.

**B. Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the board can play a role in addressing each issue.**

1. Insuring that our zoning ordinance protects what we love about the experience of living in Montreat. I have been a summer "Clubbie" as a child (1950's). I have been a seasonal cottage owner (1970's, 80's and 90's). I have been a cottage owner, built a new cottage and been a year round Montreat resident for 18 or 19 years. I believe having lived each of the experiences that so define why Montreat is so emotionally important to our citizens provides an important balance of perspective on how we now consider our governance of zoning controls.
2. Insuring that our zoning ordinance is fair to the interests of all residents (legacy families like mine or new comers). I have been both a legacy family and a new comer.
3. Ever increasing property taxes. Don Reid at this months open session of the January T.C. meeting pleaded with the TC to look for new tax revenue. To help lower burden on existing cottage owners. I have helped communities address their burdened tax bases with innovative solutions that won the support of the Mayors and elected city officials in Atlanta, and Augusta Ga., Greenwood, Laurens and Walterboro, S.C. These were all major projects.

**C. list any abilities, skills, specialized training or interest you have which are applicable to this board.**

1. 45 years as a licensed architect specializing in town planning and residential architecture.
2. As an architect and general contractor working to preserve and restore a critical part of Atlanta's oldest neighborhood in the 1970's which remains credited with saving that neighborhood of about 1,200 ante bellum, victorian and cottage style homes.
3. As a licensed general contractor as well as architect, designing cottages, additions and remodels in Montreat has provided me additional experience in the practical impacts of our zoning ordinance, things that work and things that might be improved.
4. I have part of my aging brain still in tact and hope that what little I may remember from a lifetime of community service in my fields may be helpful.

## Angela Murphy

---

**From:** noreply@townofmontreat.org  
**Sent:** Monday, January 28, 2019 11:33 PM  
**To:** Info  
**Subject:** New submission from Board Application Form



**Full Legal Name**

John Allen Crawford

**Physical Address**

207 Mountain Street

Black Mountain, NC 28711-3015

United States

Map It <<http://maps.google.com/maps?q=207+Mountain+Street+Black+Mountain%2C+NC+28711-3015+United+States>>

**Same as Mailing Address?**

Yes

**Phone**

(404) 519-2691

**Email**

crawfordjohna@aol.com <<mailto:crawfordjohna@aol.com>>

**On Which Committee Would You Like to Serve?**

Planning and Zoning Commission

**Please Explain Why You Wish to Join This Committee**

I have owned property in Montreat, NC since 1998, and I am very interested in seeing an appropriate and balanced level of future development and conservation efforts within the boundaries of Montreat, ensuring the natural beauty and resources found within the valley are properly and appropriately managed. I hope the management and leadership skills honed during my 27+ years of Active Duty service in the US Air Force and 5 years of Defense Contracting experience will provide a positive mix of competence and dedication that will both complement and enhance the existing Committee.

Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the selected board/committee can play a role in addressing each issue:

Three most important issues: 1) The changing dynamics within the Montreat Community; 2) The direction of future development initiatives; and 3) Potential pressures from the rapid growth and popularity of the greater Asheville area in general. Change is likely to come to the Montreat Community whether we desire it or not, and I hope that my participation on this Board will bring both the perspective of one who grew up in the local area and one who has a vested interest in overseeing the careful and appropriate management of future growth and change within Montreat's unique Community.

List any abilities, skills, specialized training or interest you have which are applicable to this board/committee:

- Reasonably strong leadership and communications skills acquired from many years in the Military and Business communities

- Strong connection to Montreat, since my parents first moved to the area in 1970 (almost 50 years ago)

- Member of the Montreat Cottage Owners Association, since returning to local area three years ago

- Currently own two residences in the local area, and three lots in Montreat

Have you ever attended a regularly scheduled meeting of the selected board/committee?

No

How much time are you able to devote to fulfill this obligation?

Currently retired, but do a lot of volunteer work!

## Angela Murphy

---

**From:** noreply@townofmontreat.org  
**Sent:** Monday, February 04, 2019 10:24 AM  
**To:** Info  
**Subject:** New submission from Board Application Form

Full Legal Name

Luwilda (Lily) Rogers

Physical Address

110 Virginia Road

Montreat, NC 28757

United States

Map It <<http://maps.google.com/maps?q=110+Virginia+Road+Montreat%2C+NC+28757+United+States>>

Same as Mailing Address?

No

Mailing Address

PO Box 355

PO Box 355

Montreat, NC 28757

United States

Map It <<http://maps.google.com/maps?q=PO+Box+355+PO+Box+355+Montreat%2C+NC+28757+United+States>>

Phone

(804) 814-8123

Email

[lily417@verizon.net](mailto:lily417@verizon.net) <<mailto:lily417@verizon.net>>

On Which Committee Would You Like to Serve?

Planning and Zoning Commission

Please Explain Why You Wish to Join This Committee

I would like to be an alternate member.

Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the selected board/committee can play a role in addressing each issue:

Planning for the future.

Practical government

Maintaining a safe community.

List any abilities, skills, specialized training or interest you have which are applicable to this board/committee:

Love of Montreat.

CPA

Have you ever attended a regularly scheduled meeting of the selected board/committee?

No

How much time are you able to devote to fulfill this obligation?

Would be at meetings unless out of town

## Angela Murphy

---

**From:** noreply@townofmontreat.org  
**Sent:** Thursday, January 31, 2019 12:40 PM  
**To:** Info  
**Subject:** New submission from Board Application Form

5:15

**Full Legal Name**

Sarah Floyd Stansill

**Physical Address**

141 Holston Lane

Montreat, NC 28757

United States

Map It <<http://maps.google.com/maps?q=141+Holston+Lane+Montreat%2C+NC+28757+United+States>>

**Same as Mailing Address?**

No

**Mailing Address**

PO Box 778

Montreat, NC 28757

United States

Map It <<http://maps.google.com/maps?q=PO+Box+778+Montreat%2C+NC+28757+United+States>>

**Phone**

(803) 730-2426

**Email**

sfstansill58@gmail.com <<mailto:sfstansill58@gmail.com>>

**On Which Committee Would You Like to Serve?**

Planning and Zoning Commission

**Please Explain Why You Wish to Join This Committee**

I moved to Montreat last year after living my entire life in Columbia, SC. I have intentionally made a commitment to this community to be a participating, open minded but thoughtful resident. I value and appreciate where I decided to live.

My hope is that I can bring a fresh perspective to the wants and needs of our town and residents.

Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the selected board/committee can play a role in addressing each issue:

Growth- I do believe that there is room for discussion on the possible growth of Montreat- namely additional, varied housing- if our residents are interested in seeing our town grow.

Communication-Though the Town of Montreat does an outstanding job of keeping residents updated I think that communication between the conference center, town and college could be broader or maybe I am not totally "in the loop" yet.

Infrastructure- I do find it somewhat concerning that there is only one road in and out of Montreat. I would be interested to know if this fact has ever been addressed.

List any abilities, skills, specialized training or interest you have which are applicable to this board/committee:

As far as abilities, I am a great listener. I think that this trait could prove helpful in communicating with members of this committee, residents of Montreat and others with whom I may come in contact.

Professionally I owned and ran a successful photography business for over 20 years. I am patient,thorough,financially prudent and organized.

Upon retiring I earned my real estate license. Though no longer an agent I still enjoy many aspects of the business.

Have you ever attended a regularly scheduled meeting of the selected board/committee?

No

How much time are you able to devote to fulfill this obligation?

I am available to attend quarterly and special meetings.



## TOWN OF MONTREAT

P. O. Box 423  
Montreat, NC 28757  
Tel: (828)669-8002 Fax: (828)669-3810  
[www.townofmontreat.org](http://www.townofmontreat.org)

### BOARD OF COMMISSIONERS & ADVISORY BOARD/COMMITTEE MEMBERSHIP APPLICATION

Full Legal Name: Todd Mary Nell  
(Last) (First) (Middle)  
Physical Address: 143 Eastminster Terrace  
Mailing Address: P.O. 159 Montreat, NC 28757  
Home Phone: 669 6802 Alternate Phone: <sup>828</sup> 337 2248  
Email Contact Information: hmntodd 1617 @ netzero.net

On which Board or Committee do you wish to serve?

- |  |  |
|--|--|
| <input type="checkbox"/> Board of Adjustment                   | <input checked="" type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Comprehensive Plan Steering Committee | <input type="checkbox"/> Board of Commissioners                    |
| <input type="checkbox"/> Montreat Landcare Committee           | <input type="checkbox"/> Tree Board                                |
| <input type="checkbox"/> Open Space Conservation Committee     |  |

Please explain why you want to be a member of this board/committee:

To be involved in ~~maintaining~~ making a long  
range plans governing use of land & streams.

Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the selected board/committee can play a role in addressing each issue:

steep slopes, storm water,

List any abilities, skills, specialized training or interest you have which are applicable to this board/committee:

no special training just willing to help.

Have you ever attended a regularly scheduled meeting of the selected board/committee? no

How much time are you able to devote to fulfill this obligation? as needed

## Angela Murphy

**From:** noreply@townofmontreat.org  
**Sent:** Saturday, January 19, 2019 2:50 PM  
**To:** Info  
**Subject:** New submission from Board Application Form

5.45

### Full Legal Name

Laura M Wolfe

### Physical Address

324 Texas Road

PO Box 1316

Montreat, NC 28757

United States

Map It <<http://maps.google.com/maps?q=324+Texas+Road+PO+Box+1316+Montreat%2C+NC+28757+United+States>>

Same as Mailing Address?

Yes

### Phone

(336) 830-2937

### Email

lauramwolfemd@gmail.com <<mailto:lauramwolfemd@gmail.com>>

On Which Committee Would You Like to Serve?

Planning and Zoning Commission

Please Explain Why You Wish to Join This Committee

I am interested in serving on the Planning and Zoning Commission to assist in the development of the Montreat community in the direction that my neighbors and I would like to see, preserving the unique historical, environmental and cultural aspects of Montreat.

Briefly explain what you believe are the three most important issues facing our community at this time and how you believe serving on the selected board/committee can play a role in addressing each issue:

Development of the community in a manner that balances the needs of the new purchasers of lots wanting to build with the protection of the character of the community in keeping with the desires and rights of homeowners, MRA and Montreat college: I have been coming to Montreat since the 1970s and have a deep love and appreciation for the uniqueness of the area. On the other hand, I have moved around frequently and lived in Virginia, Texas, Florida and other cities in North Carolina that have seen rapid development and how they dealt with the challenges.

Preservation of water supply and management of storm water run off: I have been on multiple mission trips to third world countries and some effective low tech water preservation methods. I lived in a mountain community in Virginia that collected and treated its own water supply.

Practicing intentional development: I live in the community and am pretty good at getting the right person involved in coordinating the plans locally.

List any abilities, skills, specialized training or interest you have which are applicable to this board/committee:

I am an attorney, member of the NC State Bar. My license is inactive and I do not practice. However, I have experience representing local municipalities as attorney for NC League of Municipalities both at Womble Carlyle in Winston-Salem, and Russell & King, in Asheville, NC. I did become read and become familiar with the NC Institute of Governments publication on Local Municipalities Zoning and Board of Adjustment (and successfully defended the Town of Todd in their denial of permit for a concrete factory).

Have you ever attended a regularly scheduled meeting of the selected board/committee?

Yes

How much time are you able to devote to fulfill this obligation?

4 hours per week, negotiable



## Town of Montreat

P.O. Box 423, Montreat, North Carolina 28757

Phone: (828) 669-8002 • Fax: (828) 669-3810

### **MEMORANDUM: TEXAS ROAD WATERLINE PROJECT**

TO: MONTREAT BOARD OF COMMISSIONERS  
FROM: BARRY CREASMAN, PUBLIC WORKS DIRECTOR  
VIA: ALEX CARMICHAEL, TOWN ADMINISTRATOR  
SUBJECT: TEXAS ROAD WATERLINE PROJECT  
DATE: FEBRUARY 14, 2019

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#### **AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** I  
**Department:** Water Department  
**Contact:** Barry Creasman  
**Presenter:** Barry Creasman

#### **BRIEF SUMMARY:**

Mr. McIntosh submitted a Request for Bids for the Texas Road Waterline Project in January. Two out of four businesses responded. This Waterline Project is to replace a 2 inch water line with a 6 inch water line on Texas Road. Mr. Creasman recommends going with Hyatt Pipeline, LLC who turned in the lowest bid of \$32,140.00.

#### **RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Move to approve contract from Hyatt Pipeline, LLC. in the amount of \$32,140.00 for the Texas Road Waterline Project.

#### **FUNDING SOURCE:**

Water Department: Capital Outlay, Water Project 30-91-8100-770

#### **ATTACHMENTS:**

Montreat Texas Road 6" DIP Waterline Improvement Qualifications

#### **STAFF COMMENTS AND RECOMMENDATIONS:**

This project is planned for and budgeted through the Capital Improvement Plan for FY 2019.



Mr. Jarod McIntosh  
Town of Montreat ORC

01/15/19



**Montreat Texas Road 6" DIP Waterline Improvement  
Qualifications**

**EXCLUSIONS**

Bond (if required, ADD 2% to total cost of contract) \*  
Concrete Work - Driveways, Curbs, Sidewalks, Walls  
Asphalt Work - Paving or Patching (Town to repave Texas Rd in the future)  
Seeding, Sodding and Landscaping  
Rock Excavation (\$160 per hour for Rock Hammer + 1 time Mobilization Fee of \$2,500.)  
Unsuitable Soils - removal or replacement (\$40 per CY out and \$60 per CY back in)  
3rd Party Testing Services - soils, materials, water and sewer  
Removal / Relocation of Existing Utilities not shown on plans  
Survey and Staking  
As-Built Surveys  
Permits - to be paid for by Owner  
Fees - to be paid for by Owner (Tap Fees, Water Fees, Impact Fees)  
Well System Mixing Tanks - refer to a certified well contractor.  
Air Release Valves on the service lines, If required, they will be at \$1,320 per each.  
Erosion Controls - if required - Silt Fence = \$4.00 per LF / RIP-RAP = \$50 per TON / #57 Stone = \$32 per TON.  
Traffic Controls are not included, and if required, will be at an additional hourly rate of \$125 per hour.

**NOTES**

**\* PLEASE NOTE !!! Per Section 301 List 3: of the proposed China Tariff, some materials included in this quote may be impacted and will create just cause for potential material price increases. Therefore, this quote is good for only 21 days, and after 02-05-2019 this proposal will require updated pricing based on any material increases.**

\* All Materials are quoted standard, lowest price (CTS Silverline ¾" PE Tubing, CL350 DIP, 3000 psi Conc, non-DOT stone)

Our proposal must be made part of the contract between Town of Montreat and HYATT PIPELINE, LLC.

This quote is based on Drawings by CDC Engineering. dated 10/15/18 for Utility Work only.

Changes to the drawings must be reviewed immediately by HYATT PIPELINE, LLC & given at least 2 days to respond.

Change Orders must be agreed upon and signed by both parties before extra work will commence.

Unit prices are provided for **as-bid** scope of work **only** and will be used for **pay item** calculations. If changes in scope affect the quantities significantly, Hyatt will provide C.O. unit prices based on additional quantities & required scope.

Owner responsible for all fees and permits.

**\* Any and all liquidated damages associated with this project will be excluded from the HP contract.**

100% of the value of each invoice for the work performed is due to be paid within 10 days from date of invoice.

Past due accounts are subject to interest based on an annual rate of 18% per year. Accounts past due 60 days or more may be subject to legal action.

If this proposal expresses our entire agreement in connection with the project, please indicate your acceptance of this offer by signature upon the line designated by the word "accepted", thereby constituting an agreement between us. \*

Accepted: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**\* This Proposal must be signed & returned to HYATT Pipeline before work will be scheduled.**

Mr. Jarod McIntosh  
Town of Montreat ORC

01/15/19



**Montreat Texas Road 6" DIP Waterline Improvement**

Description	DAYS	Quantity	Unit	Total
<b>MOBILIZATION</b>	<b>1.00</b>			<b>\$ 2,040.00</b>
Mobilize Equipment, Personnel, and Materials	1.00	1	LS	\$ 2,040.00
<b>DEMOLITION</b>	<b>1.60</b>			<b>\$ 2,910.00</b>
ASPHALT DEMOLITION	1.00	60	SY	\$ 32.00
REMOVE TREE STUMPS	0.40	2	EA	\$ 330.00
REMOVE & RESTACK ROCK WALLS	0.20	2	EA	\$ 165.00
<b>WATER SYSTEM - TEXAS ROAD</b>	<b>5.59</b>			<b>\$ 27,190.00</b>
6" X 6" TAPPING SLEEVE & VALVE	0.33	1	EA	\$ 2,555.00
6" DIP WATER MAIN	2.00	300	LF	\$ 31.25
6" DIP FITTINGS	0.03	6	EA	\$ 210.00
4.5 VO 3'-6" Asheville A421 FIRE HYDRANT	0.50	1	EA	\$ 3,500.00
6" GATE VALVES	0.20	2	EA	\$ 1,100.00
2" GATE VALVE	0.10	1	EA	\$ 710.00
6" RODDED DEADMAN @ END OF LINE	0.25	1	EA	\$ 1,020.00
¾" SERVICES on 6" DIP LINE	0.80	4	EA	\$ 975.00
THRUST BLOCKS	0.30	6	EA	\$ 85.00
STONE BEDDING FOR WATER	0.07	20	TON	\$ 38.00
WATER TESTING - pressure, chlorinization, sampling	1.00	1	DAY	\$ 1,400.00
<b>ESTIMATE TOTAL, w/Mobilization</b>	<b>7.19</b>	<b>DAYS</b>		<b>\$ 32,140.00</b>

Removal of Tree Stumps and Stone Bedding may not be required. If not, these items may be struck from the proposal and the total will be adjusted accordingly.

\* See following page for Exclusions & Qualifications to this Proposal.

**REUBEN CALDWELL DRILLING, Inc.**

351 New Leicester Hwy.

Asheville, NC 28806

828-254-3581

February 5, 2019

This Construction Contract (the "Contract") is made as of this 5 day of February, 2019, by  
and between R. Caldwell Drilling, Inc. and Town of Montreat.

**WITNESSETH:**

**1) Scope of Work:**

R. Caldwell Drilling, Inc. will provide all materials, services, and labor for the installing of a new pump, 10 hp-35 gpm, new 1 ¼ inch galvanized drop pipe (462' feet), and new wire (10-3 w/ground) in the well.

C.E.I.M., Inc. will provide all materials, services, and labor for the installing a transformer in the building to convert the power from 1 phase to 3 phase.

**2) Contract Price:**

The cost of the work provided is as follows:

New pump installation - \$10,326.00.

Transformer cost - \$3,000.00.

Tax - \$932.82

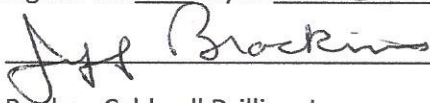
Total \$14,258.82

These are subject to any additions and/or subtractions made pursuant to authorized change orders.

**3) Payments:**

Upon completion of the work described above, Town of Montreat \_\_\_\_\_ will be billed  
and payment will be expected in a timely manner (30-60) days.

Signed this 5 day of Feb., 2019.



Reuben Caldwell Drilling, Inc.

\_\_\_\_\_  
Town of Montreat Representative