

**Town of Montreat  
Board of Commissioners Meeting – Public Forum  
September 9, 2021 – 6:30 p.m.  
Town Hall & Zoom Software**

---

**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  
September 9, 2021 – 7:00 p.m.  
In person and Zoom software**

---

**I. Call to Order**

- Pledge of Allegiance
- Moment of Silence

**II. Agenda Adoption**

**III. Mayor's Communications**

**IV. Consent Agenda**

A. Meeting Minutes Adoption

- August 12th Town Council Public Forum Meeting Minutes
- August 12th Town Council 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.***

**V. Town Administrator's Communications**

- Consent Agenda Review
- Other Items

**VI. Administrative Reports**

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

**VII. Public Comment**

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

**VIII. Old Business**

**IX. New Business**

**A. Comprehensive Plan Steering Committee**

- **Suggested Motion:** Move to approve/deny to refer to the Planning & Zoning Commission the appointment of an eight-person Comprehensive Plan Steering Committee.

**B. Budget Amendment #1**

- **Suggested Motion:** Move to approve/deny Budget Amendment #1 in the amount of \$96,000.00.

**C. Budget Amendment #2**

- **Suggested Motion:** Move to approve/deny Budget Amendment #2 in the amount of \$42,633.39.

**D. Greybeard Wall Repairs**

- **Suggested Motion:** Move to approve/deny quote as presented in the amount of \$32,500.00 and to authorize the Mayor or Town Administrator to negotiate and sign contract.

**X. Public Comment**

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

**XI. Commissioner Communications**

**XII. Dates to Remember**

- **Board of Adjustment** September 23, 2021 4:00 – 9:00 p.m. by Zoom Software and in person attendance at Montreat Town Hall
- **Montreat Tree Board** September 28, 2021 9:30 a.m. by Zoom Software and in person attendance at Montreat Town Hall
- **Montreat Landcare** October 6, 2021 9:00 a.m. Allen Building

- **Planning & Zoning Commission Meeting October 14, 2021 10:30 a.m. by Zoom Software and in person attendance at Montreat Town Hall**
- **Town Council Meeting October 14, 2021 7:00 p.m. by Zoom Software and in person attendance at Montreat Town Hall. Public Forum begins at 6:30 p.m.**
- **Montreat Tree Board October 26, 2021 9:30 a.m. by Zoom Software and in person attendance at Montreat Town Hall**

## **XII. Adjournment**

**Town of Montreat  
Board of Commissioners  
Public Forum Meeting Minutes  
August 12, 2021 – 6:30 p.m.  
Town Hall & Zoom**

---

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

Board members absent: None

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

Approximately 8 members of the public were present. Mayor Helms called the meeting to order at 6:30 p.m., and led the group in a moment of silence.

**Agenda Approval**

Commissioner Alice Lentz moved to adopt the agenda as presented. Mayor Pro Tem Tom Widmer seconded and the motion carried 5/0.

**Public Forum**

Martha Campbell of 149 Maryland Place thanked Mayor Helms for requiring people to wear masks in Town Hall. Mrs. Campbell asked that the Council officially make Montreat a leader in being part of the solution to reduce the pandemic by strongly recommending that all staff be fully vaccinated or provide weekly testing results. Mrs. Campbell stopped short of asking for a mask mandate as some government and private employers are doing.

Letta Jean Taylor of 386 Oklahoma Road asked Council to reconsider the ordinance changes about removing the requirement that homes in the ETJ have to tie into the Town water and sewer systems.

Eric Nichols of 527 Suwannee Drive stated his disagreement with the Mayor's comments from the July 8<sup>th</sup> Mayor's Summary where the Mayor stated that the 2008 Comprehensive Plan was used "sparingly". Mr. Nichols stated that past Councils had used the Plan significantly from 2008-2014. Mr. Nichols would like the statement retracted and corrected as well as tonight's remarks being included in the summary of this meeting. Mayor Helms responded to Mr. Nichols by saying that he made a misstatement in answering a question about the Comprehensive Plan. Mayor Helms stated that a lot has been done by previous and current Councils but there is much more to be done to

complete the work in the plan. Mayor Helms stated that monies had been set aside in this year's budget to update the 2008 Comprehensive Plan. Mayor Helms apologized to Mr. Nichols and stated that his comments would be clarified in the next Mayor's Summary.

Dr. Mary Standaert of 118 Shenandoah Terrace stated that the June Public Forum and Town Council meetings were partially live streamed and not recorded and there were similar problems in July. Dr. Standaert requested that the audio from the Town Clerk be posted to the Town's Facebook page, Website and sent out on the Sunshine List. Mayor Pro Tem Widmer stated that the zoom video recordings and the Mayor's Summary were implemented to increase transparency and did not feel like it was worth the time to send out the audio. Mayor Helms stated that he would like it included in the Montreat Minute that audio recordings were available in the Town Clerk's office but they would not be sent out on the Sunshine List.

Tom Frist of 98 Frist Road expressed the Montreat communities' appreciation for Letta Jean Taylor, Mary Standaert, Martha Campbell and Eric Nichols who were all in attendance this evening. Mr. Frist thanked previous and current Council members for all their much appreciated hard work.

Bill Roberts of 155 Woodland Road reminded Council that Montreat College was back open and students were arriving today. After enduring two years of parties and loud noise next to his home on Woodland Mr. Roberts stated he was going to have a good attitude about it this year. Mr. Roberts did request that the Montreat Police Department understand and enforce the ordinances this year. Mr. Roberts hoped for ongoing communication with Town Staff regarding issues.

Ms. Sara Baughman of 310 Gaither Circle (Montreat College) stated that students are arriving back on campus this week with classes set to start next week. This is the seventh consecutive year of record enrollment with just under 700 for traditional undergraduate. The College is about to complete a \$2.5 million dollar renovation to Howerton Hall as well as upgrades to several residential hall lobbies. Ms. Baughman stated that students will have to provide vaccination records or negative test results and the College will be providing a COVID-19 dashboard on their website.

Richard DuBose of 160 Woodland Road mentioned that Buncombe County will reinstate their mask mandate on August 17<sup>th</sup> for masks to be worn inside all public buildings.

### **Adjournment**

Commissioner Kitty Fouche moved to adjourn the meeting. Commissioner Alice Lentz seconded and the motion carried 5/0. The meeting was adjourned at 6:59 p.m.

---

Tim Helms, Mayor

---

Angie Murphy, Town Clerk



**Town of Montreat  
Board of Commissioners  
Meeting Minutes  
August 12, 2021 – 7:00 p.m.  
Zoom Meeting with in person attendance**

---

Board members present: Mayor Tim Helms  
Mayor Pro Tem Tom Widmer  
Commissioner Jane Alexander  
Commissioner Kent Otto  
Commissioner Alice Lentz  
Commissioner Kitty Fouché

Board members present via  
Zoom: None

Board members absent: None

Town staff present: Alex Carmichael, Town Administrator  
Angie Murphy, Town Clerk  
Virginia Johnson, Police Officer  
Barry Creasman, Public Works Director  
Darlene Carrasquillo, Finance Officer

Town staff present via Zoom: None

Approximately 12 members of the public were present at Town Hall and several more were watching via Zoom. Mayor Helms called the meeting to order at 7:00 p.m., and led the group in the pledge of allegiance and a moment of silence.

**Agenda Approval**

Commissioner Jane Alexander moved to adopt the agenda as presented. Mayor Pro Tem Tom Widmer seconded and the motion carried 5/0.

**Mayor's Communications**

Mayor Helms reminded everyone that masks must be worn when meeting with the public in all municipal buildings. Mayor Helms also took the opportunity to welcome Ezra Maille, the new reporter for the Black Mountain News and Asheville Citizen Times, who was in attendance. Mayor Helms also reminded those speaking to remove their masks when talking into the microphones.



### **Meeting Minutes Adoption**

- July 8<sup>th</sup> Town Council Public Forum Meeting Minutes
- July 8<sup>th</sup> Town Council Meeting Minutes
- July 30<sup>th</sup> Town Council Special Meeting Minutes

### **Town Administrator's Communications**

Mr. Carmichael reported that the Town received its first payment of ARPA (American Rescue Plan) Funds. The first payment was roughly \$138,000, which amounts to half, with the remaining portion arriving next year. Mr. Carmichael advised that there are a lot of restrictions attached to these monies but Town Staff will work with Council on how the money is spent. There will be an amount for revenue replacement that can be spent on anything with no strings attached. Additional projects that could be potentially funded are waterlines, stormwater features, sewer lines, cybersecurity, personnel expenses. Treasury guidance was broad and vague and we are still trying to get answers.

### **Administrative Reports**

- Administration – This report was given in written format.
- Finance – This report was given in written format.
- Planning & Zoning – This report was given in written format.
- Police – This report was given in written format.
- Public Works and Water – This report was given in written format.
- Sanitation – This report was given in written format.
- Streets – This report was given in written format.

Commissioner Kitty Fouche thanked the police department for the increasing number of traffic stops.

Mayor Pro Tem Tom Widmer praised Town Staff for their work in being budget conscious. The Town came through a difficult year with significant net income.

### **Public Comment**

Letta Jean Taylor of 386 Oklahoma Road provided a brief overview of the 1996 and 2008 Comprehensive Plans. Mrs. Taylor also shared how previous Councils and Town Staff utilized the plans on a monthly and annual basis. Mrs. Taylor outlined completed projects that came directly from the Plans. She suggested that the current Council should look at the plan and see what the Community would like moving forward. Mrs. Taylor also thanked Public Works Director Barry

Creasman for asphalt patching on Oklahoma Road.

### **Old Business**

There was no old business.

### **New Business**

- A. Proclamation Designating September 4<sup>th</sup> as Arbor Day in Montreat: Commissioner Alice Lentz moved to approve Proclamation #21-08-0001 as presented. Commissioner Jane Alexander seconded. Mayor Helms read the proclamation in its entirety. The motion carried 5/0.
  
- B. Texas Road Wall Repair: Jesse Gardner, an engineer with Civil Design Concepts, stated that the construction industry is very busy right now and supply chain issues make it very problematic for some projects. Mr. Gardner advised putting this project out to bid at the beginning of the year, when contractors aren't as busy, with a start time of March. Mr. Gardner also advised that the redi-rock wall will be 25-30% more than the gabion basket wall. Mayor Helms asked Mr. Gardner if the bank would last if the Town waited till the first of the year for repairs. Mr. Gardner said he had visited the site about two weeks ago and he felt like it would last till then. Commissioner Otto requested a plan using gabion baskets. Mr. Gardner suggested bidding out both plans and seeing the real numbers. Mr. Gardner was also asked to apply washed stone at the base of the damaged area to prevent further erosion. Mr. Carmichael reached out to the North Carolina Department of Emergency Management earlier today and spoke with two different people who provided two different answers. The Town has budgeted \$125,000 for the project and will be over budget regardless of redi-rock or gabion basket. The state will pay 75% while the municipality will be responsible for the remaining 25%. Mr. Carmichael reached out today to investigate avenues to increase the budget. The responses he received were conflicting: one response was that we couldn't change the budget while the other response was we might change the budget.
  
- C. Annual Renewal Contract for Zoning Administration: Mr. Carmichael advised that the proposal was a slight 5% increase over last year. The contract is fully budgeted within this year's budget. Commissioner Kent Otto moved to approve the renewal contract with Land-of-Sky Regional Council in the amount of \$58,656 and authorized the Town Administrator to sign. Commissioner Kitty Fouche seconded and the motion carried 5/0.
  
- D. Well A (Texas Road) Repair Contract: Mayor Helms advised that this well had been hit by lightning. Mr. Creasman stated that insurance would cover the claim less the \$1,000 deductible. Commissioner Alice Lentz moved to approve the contract with Reuben Caldwell

Drilling Inc. in the amount of \$15,834.93. Mayor Pro Tem Tom Widmer seconded and the motion carried 5/0.

### **Public Comment**

Martha Campbell of 149 Maryland Place thanked Letta Jean Taylor for the impromptu history lesson and stated how the Council during her term used the plan for their annual planning. Mrs. Campbell also mentioned specific projects that were addressed from the 2008 Comprehensive Plan. Mrs. Campbell also thanked the current Council for budgeting for an updated Comprehensive Plan.

Mary Standaert of 118 Shenandoah Terrace reiterated that during her tenure on Council the 2008 Comprehensive Plan was heavily followed. Dr. Standaert expressed her hopes for a clear retraction in tomorrow's Montreat Minute of the Mayor's previous comments.

### **Commissioner Communications**

Commissioner Alice Lentz urged everyone to visit the updated Landcare Website at [www.montreatlandcare.org](http://www.montreatlandcare.org). Commissioner Lentz also advised that members are updating the Landcare By-laws, which have not been updated since 2012, and will bring them forward to Council next month. Commissioner Lentz also reminded everyone about the upcoming Arbor Day celebration on September 4<sup>th</sup> from 10:00 a.m. until 2:00 p.m. at the Town Hall.

Commissioner Kent Otto mentioned that it was so nice seeing the youth walking down Tennessee Road this summer. Commissioner Otto also thanked former Mayor Letta Jean Taylor, Martha Campbell, Mary Standaert and Eric Nichols for their service on previous councils. Commissioner Otto expressed his delight in seeing the College kids entering Town and moving in today. Commissioner Otto will have more details forthcoming, but wanted to mention that Montreat College students will be offering their services to the community in way of small chores on Fridays from 9:00 a.m. to 11:00 a.m.

### **Dates to Remember**

- Montreat Tree Board August 24, 2021 9:30 a.m. by Zoom Software and in person attendance at Montreat Town Hall
- Board of Adjustment Training Meeting August 24, 2021 7:00 p.m. by Zoom Software and in person attendance at Montreat Town Hall
- Montreat Landcare September 1, 2021 9:00 a.m. in the Allen Building
- Planning & Zoning Commission September 1, 2021 10:30 a.m. by Zoom Software and in person attendance at Montreat Town Hall
- Montreat Arbor Day Celebration September 4, 2021 10:00 a.m. – 2:00 p.m. at Montreat Town Hall
- Town Hall Closed for Labor Day. No sanitation services. Will resume on Tuesday, September 7<sup>th</sup>

- Planning & Zoning Commission September 9, 2021 10:30 a.m. by Zoom Software and in person attendance at Montreat Town Hall
- Town Council Meeting September 9, 2021 7:00 p.m. by Zoom Software and in person attendance. Public Forum begins at 6:30 p.m.
- Board of Adjustment TENTATIVE September 23, 2021 7:00 p.m. by Zoom Software and in person attendance
- Montreat Tree Board September 28, 2021 9:30 a.m. by Zoom Software and in person attendance at Montreat Town Hall

### **Closed Session**

Commissioner Kitty Fouche moved to enter into Closed Session in accordance with NCGS 143-318.11(6) for discussion of a personnel matter. Commissioner Kent Otto seconded and the motion carried 5/0.

Upon returning to Open Session there was no further business to discuss.

### **Adjournment**

Commissioner Alice Lentz moved to adjourn the meeting. Commissioner Kent Otto seconded and the motion carried 5/0. The meeting was adjourned at 8:09 p.m.

---

Tim Helms , Mayor

---

Angie Murphy, Town Clerk



## 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: ADMINISTRATION

Town Administration report for the month of August 2021

Monthly Statistics	2020	2021
Public Meetings	3	4
Inter-Organizational /Intergovernmental Meetings	3	1
Agendas Prepared	3	3
Minutes Transcribed	2	3
Resolutions Drafted	0	1
Public Records Requests Processed	0	4
Water Bills Processed	674	674
Leak Adjustments	8	3
New Water Accounts Established	6	2
Purchase Orders	84	69
Professional Development Hours	16	32
Sunshine List Messages		11
Website Posts	10	11
Social Media Posts	0	0
Code Red Alerts	0	1
Workers Compensation Claims	0	0

#### Upcoming Events and Schedule Changes

0

#### Comments

N/A

#### Staff Communications

N/A



## 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 month of August 2021

Monthly Statistics	2020	2021
Building Permits Issued	8	7
Pending Building Permits	0	0
Building Inspections Performed	18	32
Stop Work Orders Issued	0	0
Defective Building Posted	0	0
Denied Building Permits	0	0
Fire Inspections Performed	0	0
Fire Re-Inspections Performed	0	0
Fire Permits Issued	0	0

#### Comments

='Buildings '!A15:E16

#### Staff Communications

0



## 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: STREETS

Streets Department report for the month of August , 2021

Monthly Statistics	2020	2021
Miles of Road Maintained	17.12	17.12
Miles of New Road Constructed	0	0
Public Trees Removed	2	0
Sand Applied to Roads (tons)	0	0
Ice Melt Applied to Roads (pounds)	0	0
Monthly Fuel Costs	160.74	517.56
Contracted Employee Staff Hours	0	0
Road Closures	3	0

#### Comments

We had Tropical Storm Fred on 8/17/2021 . Our wall on Texas road below thw pool did well with no further damage. However we had a few spots in town that didn't fair as well. The road on Greybeard at the trailhead washed out 300ft and we lost over 200ft of road shoulder on greyberd. On Calvin Trail we lost the lower side of

#### Staff Communications

0

**ADMINISTRATIVE REPORTS:  
POLICE DEPARTMENT**

Police Department report for the month of

August , 2021

Monthly Statistics	2020	2021
Mileage	2,302	2,414
Dispatched Calls	48	34
Officer-Initiated Calls	477	595
Fire Assistance Calls	1	1
EMS Assistance Calls	3	1
Motorist/Other Assistance Calls	40	33
Traffic Stops	36	45
Parking Issues	8	6
Burglar Alarm Responses	2	1
Fire Alarm Responses	1	4
Residential/Building Checks	369	492
Ordinance Violations	6	4
Law Enforcement Agency Assistance Calls	25	14
Animal Control Calls	6	6
Larcenies	0	2
Breaking & Entering Calls	0	0
Suspicious Person Investigations	3	6
Suspicious Vehicle Investigations	9	6
Disturbance Calls	7	4
Accident Responses	0	0
Auxiliary Hours Worked (Regular)	32	0
Auxiliary Hours Worked (Addittional)	108	180
Truck Turns at Gate	6	9
MPD Fuel Cost	\$ 485.19	\$0.00
Professional Development Hours	0	0
Town Service	477	593
MRA Service	146	275
College Service	15	10

**Comments**

0





## 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: WATER AND PUBLIC WORKS

Water and Public Works report for the month of August , 2021

Monthly Statistics	2020	2021
Calls for Service	42	64
Water Leaks Repaired	0	6
New Water Lines Installed	0	0
Water Meters Read	674	674
Water Meter Replacements	0	0
Gallons of Water Produced	3566651	4,211,930
Monthly Fuel Cost	140.02	\$ 322.83
Hours Pumped (11 wells combined)	1856	2,038

#### Comments

On 8/23/2021 we had a well go down on the head of Greybeard . It was one of three that we have up there . We had a well pump company come out and install a new pump . After installation of the pump we started to do a draw down on the well and noticed that the pump would run out of water . We had them check the pump thinking that we had a faulty pump . After multiple test it was determined that the well had lost its yield . As to why or how We do not know .The well is currently 600ft deep and the pump is located at 580ft. We will be leaving the pump in the ground so we can periodically monitor the well to so if the yield picks back up . If and when the yeld increases we will consider using the well again .None of our other wells in our system are showing any other loss of yield at this time and we will be monitoring them closely to see if there are any other changes.



## 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: SANITATION

Sanitation Department report for the month of August , 2021

Monthly Statistics	2020	2021
Tons of Curbside Trash Collected	28.6	29.65
Pay-As-You-Throw Trash Bags Collected	0	82
Tons of Curbside Recycling Collected	5.14	4.81
Pay-As-You-Throw Recycling Bags Collected	0	46
Cardboard Recycling Collected	0.82	1039
Unique Curbside Sanitation Stops	0	2,015
Bagged Leaf Pickup	0	79.00
Brush Pickup (cubic yards)	0	3 loads
Hauling Fees	2179.36	\$2,847.28
Tipping Fees	2292	\$938.77
Dumpster Rental Fees	203.92	\$203.92
Sanitation Fuel	186.39	\$ 542.12

#### Comments:

2,015 sanitation stops



## 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: ZONING ADMINISTRATION

Zoning Administration report for the month of August , 2021

Monthly Statistics	2020	2021
Approved Zoning Permits	0	3
Denied Zoning Permits	0	0
Pending Zoning Permits	0	1
Variance/Interpretation Granted	0	0
Conditional Use Permits Granted	0	0
Permit Extensions Granted	0	0
Sign Permits Issued	0	0
Notices of Violation	0	0

#### Comments

**JULY 2020 - MONTH 1 OF FISCAL YEAR 2020-2021**

**REVENUES**

Fund	Fund #	Budget	YTD Budget	YTD Collected	Difference
GENERAL FUND	10	1,775,072.00	147,922.67	10,745.85	(137,176.82)
WATER FUND	30	311,250.00	25,937.50	25,822.71	(114.79)
<b>TOTAL REVENUES GENERAL &amp; WATER FUNDS</b>		<b>2,086,322.00</b>	<b>173,860.17</b>	<b>36,568.56</b>	<b>(137,291.61)</b>

**EXPENSES**

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
GOVERNING BODY	10	53,562.00	4,463.50	5,395.16	(931.66)
ADMINISTRATION	10	455,165.00	37,930.42	41,056.43	(3,126.01)
PUBLIC BUILDINGS	10	99,577.00	8,298.08	58,160.55	(49,862.47)
POLICE	10	443,873.00	36,989.42	33,581.38	3,408.04
BUILDING AND ZONING	10	76,310.00	6,359.17	(28.14)	6,387.31
PUBLIC WORKS	10	249,157.00	20,763.08	7,044.91	13,718.17
STREET	10	252,346.00	21,028.83	11,291.34	9,737.49
SANITATION	10	122,982.00	10,248.50	7,525.07	2,723.43
ENVIRON,CONS,REC	10	22,100.00	1,841.67	0.00	1,841.67
<b>TOTAL EXPENSES GENERAL FUND</b>		<b>1,775,072.00</b>	<b>147,922.67</b>	<b>164,026.70</b>	<b>(16,104.03)</b>

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
WATER	30	311,250.00	25,937.50	8,951.28	16,986.22
<b>TOTAL EXPENSES WATER FUND</b>		<b>311,250.00</b>	<b>25,937.50</b>	<b>8,951.28</b>	<b>16,986.22</b>

<b>TOTAL EXPENSES GENERAL &amp; WATER FUNDS</b>	<b>\$2,086,322.00</b>	<b>\$173,860.17</b>	<b>\$172,977.98</b>	<b>\$882.19</b>
---	-----------------------	---------------------	---------------------	-----------------

**GENERAL FUND INCOME/LOSS - YTD** **(153,280.85)**

**WATER FUND INCOME/LOSS - YTD** **\$16,871.43**

**NET INCOME - YTD 2020** **(\$136,409.42)**

SPECIAL PROJECTS					
Project	Fund #	Budget	This Month Actual	Amount Spent To Date	% Spent
TOWN HALL	13	2,187,227.67	0.00	1,942,695.76	88.82%
PUBLIC WORKS BLDG	14	403,888.86	21,470.66	376,220.87	93.15%
FEMA-GREYBEARD	15	218,232.00	0.00	238,359.95	109.22%
FEMA-TEXAS ROAD	16	50,000.00	0.00	38,071.55	76.14%
FEMA-PROVIDENCE TERR	17	21,000.00	0.00	15,683.00	74.68%
FEMA-CALVIN TRAIL	20	30,000.00	0.00	13,490.57	44.97%
FEMA-CULVERT PROJECT	21	39,800.00	0.00	39,274.83	98.68%
FEMA-DEBRIS PROJECTS	22	3,200.00	0.00	0.00	0.00%
FEMA-URBAN FORESTRY 2018	23	10,000.00	0.00	841.28	8.41%
FEMA-URBAN FORESTRY 2019	24	10,114.00	0.00	2,352.41	23.26%
FEMA-MISC	25	59,953.00	0.00	11,290.00	18.83%
LANDCARE	26	750.00	0.00	49.95	6.66%
<b>TOTAL SPECIAL PROJECTS</b>	<b>N/A</b>	<b>\$ 3,034,165.53</b>	<b>\$ 21,470.66</b>	<b>\$ 2,678,330.17</b>	<b>88.27%</b>





**JULY 2021 - MONTH 10F FISCAL YEAR 2021-2022**

**REVENUES**

Fund	Fund #	Budget	YTD Budget	YTD Collected	Difference
GENERAL FUND	10	1,810,952.00	150,912.67	3,693.22	(147,219.45)
WATER FUND	30	344,041.00	28,670.08	28,252.72	(417.36)
<b>TOTAL REVENUES GENERAL &amp; WATER FUNDS</b>		<b>2,154,993.00</b>	<b>179,582.75</b>	<b>31,945.94</b>	<b>(147,636.81)</b>

**EXPENSES**

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
GOVERNING BODY	10	50,471.00	4,205.92	5,274.88	(1,068.96)
ADMINISTRATION	10	446,567.00	37,213.92	41,548.72	(4,334.80)
PUBLIC BUILDINGS	10	138,557.00	11,546.42	397.53	11,148.89
POLICE	10	438,373.00	36,531.08	32,752.38	3,778.70
BUILDING AND ZONING	10	107,506.00	8,958.83	4,567.50	4,391.33
PUBLIC WORKS	10	109,020.00	9,085.00	7,495.24	1,589.76
STREET	10	395,462.00	32,955.17	11,465.53	21,489.64
SANITATION	10	102,096.00	8,508.00	8,169.83	338.17
ENVIRON,CONS,REC	10	22,900.00	1,908.33	323.97	1,584.36
<b>TOTAL EXPENSES GENERAL FUND</b>		<b>1,810,952.00</b>	<b>150,912.67</b>	<b>111,995.58</b>	<b>38,917.09</b>

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
WATER	30	344,041.00	28,670.08	16,270.46	12,399.62
<b>TOTAL EXPENSES WATER FUND</b>		<b>344,041.00</b>	<b>28,670.08</b>	<b>16,270.46</b>	<b>12,399.62</b>

<b>TOTAL EXPENSES GENERAL &amp; WATER FUNDS</b>	<b>\$2,154,993.00</b>	<b>\$179,582.75</b>	<b>\$128,266.04</b>	<b>\$51,316.71</b>
---	-----------------------	---------------------	---------------------	--------------------

<b>GENERAL FUND INCOME/LOSS - YTD</b>	<b>(\$108,302.36)</b>
<b>WATER FUND INCOME/LOSS - YTD</b>	<b>\$11,982.26</b>
<b>NET INCOME - YTD 2022</b>	<b>(\$96,320.10)</b>

SPECIAL PROJECTS					
Project	Fund #	Budget	This Month Actual	Amount Spent To Date	% Spent
TOWN HALL	13	2,294,425.77	0.00	2,222,293.91	96.86%
PUBLIC WORKS BLDG	14	403,888.86	1,892.30	394,053.92	97.56%
FEMA-GREYBEARD	15	218,232.00	0.00	242,684.30	111.20%
FEMA-TEXAS ROAD	16	50,000.00	0.00	38,071.55	76.14%
FEMA-PROVIDENCE TERR	17	21,000.00	0.00	15,683.00	74.68%
FEMA-CALVIN TRAIL	20	30,000.00	0.00	13,490.57	44.97%
FEMA-CULVERT PROJECT	21	39,800.00	0.00	39,274.83	98.68%
FEMA-DEBRIS PROJECTS	22	3,200.00	0.00	0.00	0.00%
FEMA-URBAN FORESTRY 2018	23	10,000.00	0.00	841.28	8.41%
FEMA-URBAN FORESTRY 2019	24	10,114.00	0.00	2,352.41	23.26%
FEMA-MISC	25	183,943.00	7,705.90	43,510.61	23.65%
LANDCARE	26	750.00	0.00	49.95	6.66%
CARES ACT GRANT	27	9,697.06	0.00	3,962.04	40.86%
<b>TOTAL SPECIAL PROJECTS</b>		<b>\$ 3,275,050.69</b>	<b>\$ 9,598.20</b>	<b>\$ 3,016,268.37</b>	<b>92.10%</b>







Date of Deposit	Jul-20	Jul-21	% +/-	Aug-20	Aug-21	% +/-
AdVal/RMV (Includes Sp Assess&Ded Fees)	1,392.91	2,920.94	<b>52%</b>	1,017.11	3,457.81	<b>71%</b>
Sales	28,659.10	40,374.75	<b>29%</b>	31,023.08	41,390.38	<b>25%</b>
Solid Waste (Quarterly)				163.22	179.40	<b>9%</b>
Utility Fran (Quarterly)						
Wine/Beer (Annual-May)						

NOTES:

AdVal Tax is received the month after the tax is collected

RMV Tax is received two months after the tax is collected

Sales Tax is received three months after the tax is collected

**TOWN OF MONTREAT BOARD OF COMMISSIONERS  
REQUEST FOR BOARD ACTION  
Meeting Date: September 9, 2021**

**SUBJECT:**      **Comprehensive Plan Update and Steering Committee**

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

In the FY 2021-2022 Annual Budget the Montreat Board of Commissioners allocated \$30,000 to fund a Comprehensive Plan update. The Comprehensive Plan update is needed to be in compliance with Chapter 160D of state statutes by July 1, 2022.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Move to approve/ deny referring to the Planning and Zoning Commission the appointment of an eight-person Comprehensive Plan Update Steering Committee.

**FUNDING SOURCE:**

10-10-5400-730 Planning and Zoning Capital Outlay

**ATTACHMENTS:**

RFP for Comprehensive Plan Update

**STAFF COMMENTS AND RECOMMENDATIONS:**

The Zoning Ordinance of Montreat specifically places the responsibility of updating the Comprehensive Plan with the Planning and Zoning Commission (P/Z). Article III, Section 308.3 outlines the duties of the Commission. Item (B) says "To prepare, review, maintain, monitor and periodically update and recommend to the Board of Commissioners a comprehensive plan for the physical development of the Town..."

Staff recommends that the Planning and Zoning Commission appoint an eight-person Comprehensive Plan Steering Committee. The Steering Committee would work with a consultant selected by the Board of Commissioners. The consultant's scope of work, timeline, and benchmarks are detailed in the attached Request for Proposals. The Steering Committee

would report to Planning and Zoning Commission on the progress of their work. The Planning and Zoning Commission would be responsible for making a final recommendation to the Board of Commissioners. Planning and Zoning would appoint the Steering Committee by October 21, 2021 and would have until June 2022 to present a recommendation for a Comprehensive Plan Update to the Board of Commissioners.



# **THE TOWN OF MONTREAT**

## **Request for Proposal**

### **The Town of Montreat Comprehensive Plan**

#### **Update**

**Date of Issue: September 10, 2021**

**Proposal Submission Deadline: October 29,  
2021 At 2:00 PM ET**

# **TABLE OF CONTENTS**

## **1.0 PURPOSE AND BACKGROUND**

## **2.0 GENERAL INFORMATION**

### **2.1 REQUEST FOR PROPOSAL DOCUMENT**

### **2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS**

### **2.3 RFP SCHEDULE**

### **2.4 PROPOSAL QUESTIONS**

### **2.5 PROPOSAL SUBMITTAL**

### **2.6 PROPOSAL CONTENTS**

### **2.7 ETHICAL CONDUCT**

## **3.0 METHOD OF AWARD AND EVALUATION**

### **3.1 METHOD OF AWARD**

### **3.2 EVALUATION CRITERIA**

## **4.0 REQUIREMENTS**

### **4.1 PRICING**

### **4.2 VENDOR EXPERIENCE**

### **4.3 VENDOR'S REPRESENTATIONS**

## **5.0 SCOPE OF WORK**

### **5.1 KEY PRINCIPLES AND ELEMENTS**

### **5.2 COMPONENTS**

### **5.3 SERVICES ANTICIPATED**

### **5.4 TIMELINE**

### **5.5 FINAL DELIVERABLES**

### **5.6 AVAILABLE DOCUMENTS**

## **6.0 GENERAL TERMS AND CONDITIONS**

## **1.0 PURPOSE AND BACKGROUND**

---

The Town of Montreat is seeking proposals for professional planning services to assist in the update of our 2008 Comprehensive Plan. Proposals should demonstrate a vendor's competence, experience, and qualifications in providing services. Vendors must have experience successfully working in the state of North Carolina.

### **Purpose:**

The Request for Proposals is intended to solicit proposals from qualified vendors for the update of the Town of Montreat's Comprehensive plan and leading the public engagement process. The Comprehensive Plan will continue to guide future growth, development, and community building in the Town of Montreat. The Comprehensive Plan will serve as both a physical plan and policy guide, and will be used by elected officials and appointed boards, staff, community members, and other decision makers who are charged with shaping how the Town of Montreat will continue to grow in the future.

A detailed description of services to be provided is outlined under "Scope of Work". The selected vendor will work with the Town of Montreat in facilitating the planning process and producing a Comprehensive Plan Update that will guide development.

### **Background:**

The Town of Montreat is located in the mountains of Western North Carolina in eastern Buncombe County. The planning area includes both the municipal boundary and Extraterritorial Jurisdiction (ETJ) and a population of approximately 967.

The Town of Montreat is situated adjacent to the Town of Black Mountain and is just a 20 minute drive to Asheville. Interstates 26 and 40 intersect in Asheville. Public water and sewer services are available in certain areas. The Town is bifurcated by Flat Creek and has steep slopes.

Founded as a spiritual retreat by Presbyterians, Montreat dates to 1897 when John Collins, a congregational minister from New Haven, Connecticut, and others arrived. Later the Mountain Retreat Association (MRA) was established by church leaders. Today, the charming Town of Montreat is located on 1,756 acres, of which 60% is in conservation easement. Home to Montreat College as well as the MRA, the Town is known for its long history as a Presbyterian retreat and is appreciated for the qualities that contribute to its unique character: its natural setting, the small town feel of its built environment, and its people.

The Town of Montreat adopted a 15-to-20-year Comprehensive plan in 2008, with the intention of updating the plan approximately every 5 years. However, the plan has never been updated.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## **2.0 GENERAL INFORMATION**

---

### **2.1 REQUEST FOR PROPOSAL DOCUMENT**

The RFP is comprised of this RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

### **2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS**

It shall be the Vendor's responsibility to read the instructions, the Town's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in this document. If the Town determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The Town may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Unless specified through this process, the Town rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

## 2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The Town will make every effort to adhere to this schedule. *Please be advised that the timeline for application submission, vendor selection and process timeline will likely change due to the ongoing COVID-19 pandemic.*

Event	Responsibility	Date
Issue RFP	Town	September 10, 2021
Question Submittal Deadline	Vendor	October 1, 2021
Provide Response to Questions	Town	October 8, 2021
Submit Proposals	Vendor	October 29, 2021
Vendor Selection	Town	November 2021
Contract Award	Town	November 2021
Contract Effective Date	Town	November 2021

## 2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the proposal questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to [acarmichael@townofmontreat.org](mailto:acarmichael@townofmontreat.org) by October 1, 2021, at 5:00 p.m. Vendors should enter "RFP Town of Montreat Comprehensive Plan Update Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the Town's response, and any additional terms deemed necessary by the Town will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any Town of Montreat personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. All communication with Town staff regarding this RFP shall be via email directed to Alex Carmichael, Town Administrator at [acarmichael@townofmontreat.org](mailto:acarmichael@townofmontreat.org).



## 2.5 PROPOSAL SUBMITTAL

Proposals will be received until October 29, 2021 at 2:00 p.m.. *Please be advised that the timeline for application submission, vendor selection and process timeline may change due to the ongoing COVID-19 pandemic.* All proposals may be submitted in a sealed envelope(s) with one hard copy and a pdf version on a flash drive. Proposals will not be accepted by email.

Proposals may be hand-delivered to:

Alex Carmichael, Town Administrator  
1210 Montreat Road  
Black Mountain, NC 28711

Or mailed to:

Alex Carmichael, Town Administrator,  
P.O. Box 423  
Montreat, NC 28757

It is the bidder's responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. The Town reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the Town. It is the responsibility of the vendor that their proposal is received.

## 2.6 PROPOSAL CONTENTS

Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the vendor name, address, phone number and authorized representative along with the Proposal Number.
- c) Describe the vendor's background, experience, and capabilities as it relates to the Scope of Work outlined in the RFP.
- d) Identify all subcontractors to be used for the proposed Scope of Work. For each subcontractor listed, vendors shall indicate: (1) what products and/or services are to be supplied by that subcontractor and; (2) what percentage of the overall scope of work that subcontractor will perform.
- e) List the names, title, and qualifications of each of the key personnel who will be assigned to complete the Scope of Work, and briefly explain what role in the process each person will have if there are defined roles.
- f) List at least three (3) client references, including public and private organizations, of a similar size and for whom the vendor has provided services in the past two (2) years. Provide telephone numbers and contact names for references.
- g) Provide a copy of a plan completed by the vendor within the last two (2) years.
- h) Provide a brief summary of your understanding of the proposed project.
- i) Outline how you the vendor will achieve the goals of the project as outlined in the Scope of Work. Particular attention should be given to describing your proposal for Public Engagement.
- j) Provide specific costs for services. See Section 2.5 for instructions on properly submitting cost proposals.
- k) Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the vendor and answer questions or provide clarification concerning the vendor's proposal.

## **2.7 ETHICAL CONDUCT**

The Town of Montreat is committed to the execution of a fair, professional, ethical, and transparent RFP process. In the interests thereof, all contact with the Town of Montreat, by any RFP Respondent, which may occur on or after the date of issuance of this RFP, shall occur in compliance therewith. Communications of any representative of the Town of Montreat, other than those persons identified in Sections 2.4 and 2.5 above, shall be a disqualifying event. Communication with any other elected, appointed, or staff representative of The Town of Montreat is strictly prohibited.

## **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

---

### **3.1 METHOD OF AWARD**

All qualified proposals will be evaluated, and awards will be made to the vendor(s) meeting the RFP requirements and which is/are best able to meet the needs of the Town.

The Town of Montreat reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The Town reserves the right to finalize a contract with one or more vendors based on all factors involved in the written qualification submittal without further discussion or interviews.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the vendor and its staff, and cost.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Town reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the Town.

### **3.2 EVALUATION CRITERIA**

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

1. Qualifications. Provides proof of experience working with similar communities on a Comprehensive Planning process, and with communities in North Carolina.
2. Value. Proposal adequately and most cost effectively makes use of the proposed budget.
3. Understanding of Project. Proposal provides an understanding of the project and all components of said project.
4. Communication. Proposal shows the vendor has the ability to approachably communicate complex policy, land use, and planning concepts and consequences to a diverse group of citizens, stakeholders, elected officials, and boards.
5. Approach to Project. Proposal clearly outlines the project process and what tasks the vendor will complete.
6. Quality of Work. Proposal provides details regarding the quality of work intended to be provided, and provides examples of previous work products that are of high quality.
7. Personnel. Proposal specifies specific and adequate staff resources that will be assigned to the project for a project of this size and scope.
8. Public Engagement Plan. Proposal provides proof of a proven ability to equitably engage citizens, stakeholders, elected officials, and boards in the public engagement process using a diverse and well thought out engagement plan that considers the constraints of the current COVID-19 pandemic.
9. Capacity. Vendor demonstrates its capacity to complete the project within the specified timeframe inclusive of other current and pending contractual engagements.

## **4.0 REQUIREMENTS**

---

### **4.1 PRICING**

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

### **4.2 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public sector clients with similar or greater size and complexity to The Town of Montreat. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including citing experience with similar projects and the responsibilities to be assigned to each person.

### **4.3 VENDOR'S REPRESENTATIONS**

- a) Vendor warrants that qualified personnel shall provide Services under any Contract resulting from this RFP in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the Town under any Contract resulting from this RFP. Vendor will serve as the prime contractor under any Contract resulting from this RFP and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the Town. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in any Contract resulting from this RFP are required for Vendor's proper performance, provision and delivery of the service and deliverables under said Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of said Contract to the same extent and in the same manner as if specifically described in said Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under any Contract resulting from this RFP; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of any Contract resulting from this RFP; and that entering into any Contract resulting from this RFP is not prohibited by any contract, or order by any court of competent jurisdiction.

## 5.0 SCOPE OF WORK

---

The purpose of this project is to actively engage citizens, staff, and the community in a process that will result in a Comprehensive Plan Update that will provide guidance in directing the Town's zoning and development related policies, and physical and community development.

### 5.1 KEY PRINCIPLES AND ELEMENTS

- **Graphics:** The selected vendor shall use visualization techniques that graphically and accurately depict pertinent information for each component of the Plan, including, but not limited to: branding, infographics, wordmaps, photographs, illustrations, and renderings. Easy to read and informative charts, graphs, and maps shall be used throughout the Plan. Graphics and coloring schemes shall be used as tools to distinguish important items as themes or goals throughout the Plan.
- **Defined Recommendations and Implementation Strategies:** recommendations and implementation strategies that are identified through the Plan shall be clear, consistent, and identified through an attractive and recognizable schematic throughout the Plan.
- **Plan's Accessibility and Length:** The Plan update shall be written in a way that is accessible and understandable; the Plan will not be written for Planners but for the general public. The Plan will be concise but include all necessary components.
- **Public Engagement:** The Plan update shall be developed with robust public engagement, ensuring those that often do not participate have opportunities to participate in the development of outcomes. The engagement will include, to the best of vendor's ability within the confines of the current public health crisis, some traditional methods of public engagement, such as surveys, and appropriately planned, safe public meetings following all recommended public health guidelines. The types and frequency of engagements, and the targeted constituencies, shall be quantified to ensure accountability and validity. The selected vendor will provide a Communication and Public Engagement Plan, which will outline best practices for equitable, safe in-person, online, and/or text-enabled participation.
- **Environmental Protection:** The Plan will recognize the Town's efforts in resiliency and hazard mitigation, as well as outline future goals and actions necessary to maintain and improve our Town's natural resources and environmental health. A review of the Hazard Mitigation Plan, Open Space Conservation Plan, Pedestrian, Bicycle, and Greenway Plan, as well as the Town's Environmental Ordinances (found in the Town's Code of General Ordinances) will be included in this component.

### 5.2 COMPONENTS

The Town of Montreat 2008 Comprehensive Plan is divided into three main components: Introduction, Montreat Today, and Montreat Tomorrow. Though all three sections may contain some information that needs to be updated, it is expected that the focus of the update will be in the Montreat Tomorrow section.

### 5.3 SERVICES ANTICIPATED

- 1) Meet with staff to review project scope and timeline;
- 2) Begin the process of data compilation, utilizing Town staff resources to provide current plans and ordinances;
- 3) Develop procedure for compiling any missing data and analyze data;
- 4) Develop plan for public engagement;

- 5) Conduct meetings with the Comprehensive Plan Steering Committee (hereinafter referred to as the Committee), elected officials, and stakeholders to obtain input and guidance;
- 6) Conduct select meetings with the public;
- 7) Schedule periodic review meetings with staff on process and progress, and make periodic reports to the Committee and Town Boards;
- 8) Create materials for public meetings and media throughout Plan creation;
- 9) Update Recommendations, Implementation Strategies and benchmarks;
- 10) Draft Plan, including written and graphic elements, and submit for ongoing review and approval, following project schedule;
- 11) Prepare public draft of the Plan and present to community;
- 12) Edit public draft, prepare final draft, and present to Planning and Zoning Committee and Board of Commissioners for recommendation and adoption.

## 5.4 TIMELINE

A preliminary timeline for the project is proposed in this RFP for general information purposes only, and may be adjusted with input from the selected vendor during the contract development phase, and is subject to change.

Task	Completion Date
RFP Selection Process	November 2021
Contract and Budget Approval	November 2021
Evaluate Existing Conditions	January 2022
Recommendations & Implementation Strategies Formation	March 2022
Draft Recommendations and Strategies and Obtain Public Buy-in	April 2022
Draft the Plan	May 2022
Planning Board Review	June 2022
Board of Commissioner Review and Adoption	June 2022

## 5.5 FINAL DELIVERABLES

The vendor shall provide both a print-ready, and a web-formatted copy best suited for online display, of the complete Comprehensive Plan. At the completion of the project the selected vendor shall provide to the Planning & Zoning Department digital copies of all data, photos, files, reports, and other documents collected and created during the planning process, in both static (PDF) and editable formats (ex: .JPG, .SHP, .INDD, .XLSX, .AI, .MXD, etc.) when applicable.

## 5.6 AVAILABLE DOCUMENTS

The following documents are available in digital form at the Town of Montreat website (townofmontreat.org) :

- Existing Town Ordinances - <https://townofmontreat.org/ordinances/>
- 2008 Comprehensive Plan - <https://townofmontreat.org/comprehensive-plan/>
- 2021 Buncombe Madison Hazard Mitigation Plan - [https://townofmontreat.org/wp-content/uploads/2021/09/BUNCOMBE\\_COUNTY\\_HAZARD\\_MITIGATION\\_PLAN\\_2011.pdf](https://townofmontreat.org/wp-content/uploads/2021/09/BUNCOMBE_COUNTY_HAZARD_MITIGATION_PLAN_2011.pdf)
- Community Assessment Survey - <https://townofmontreat.org/wp-content/uploads/2021/03/All-data-2-26-20.pdf>
- Pedestrian, Bicycle, & Greenway Plan - <https://townofmontreat.org/pedestrian-bicycle-greenway-plan/>

## 6.0 GENERAL TERMS AND CONDITIONS

---

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The Town of Montreat reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The Town of Montreat is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the Town encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on Town contracts.
6. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Town of Montreat by any company identified in a) or b) above shall be void *ab initio*

## 6.0 GENERAL TERMS AND CONDITIONS

---

7. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
8. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
9. **ACCEPTANCE AND REJECTION:** The Town of Montreat reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
10. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The Town of Montreat is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the Town encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on Town contracts.
12. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Town of Montreat by any company identified in a) or b) above shall be void *ab initio*.
13. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the Town will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the Town will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
14. **INFORMAL COMMENTS:** The Town of Montreat shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Town during the competitive process or after award. The Town is bound only by information provided in writing in this RFP and in formal Addenda.



15. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; The Town of Montreat will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
16. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
17. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
18. **PAYMENT TERMS:** If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
19. **NON-DISCRIMINATION:** The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

20. **INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease. Vendor shall agree these General Conditions constitute an insured contract and shall name the Town of Montreat as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the Town with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the Town a waiver of any right of subrogation which any insurer of said Vendor may acquire against the Town by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the Town and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the Town. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate The Town of Montreat's governmental immunity.



21. **GENERAL INDEMNITY:** The Vendor shall hold and save The Town of Montreat, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the Town has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the Town's agents who are involved in the delivery or processing of Vendor deliverables or Services to the Town. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
22. **CONFIDENTIALITY:** Any Town information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by The Town of Montreat.
23. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
24. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
25. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the Town and the Vendor.
26. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the Town under applicable law. The waiver by the Town of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
28. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the Town under applicable law.

End of RFP The Town of Montreat Comprehensive Plan Update

**TOWN OF MONTREAT  
FISCAL YEAR 2022  
BUDGET AMENDMENT # 1**

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, 2022.

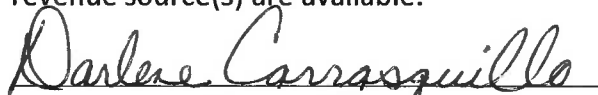
**Department(s):** SPECIAL REVENUE FUND—ADMINISTRATION

**Purpose:** To allocate a portion of the first two American Rescue Plan Act fund payments, received from the Treasury Department, to the Administration Department

**Section 1.** To amend the Special Revenue Fund as follows:

Line Item	Account Number	Increase Change (DR)	Decrease Change (CR)	Amended Budget
CONTRACTED SERVICES	28-10-4200-450	\$96,000.00		\$96,000.00
GRANT PROCEEDS-ARPA	28-10-3390-300		\$96,000.00	\$96,000.00

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

  
Finance Officer

9-1-2021  
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 2022  
BUDGET AMENDMENT # 2**

---

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, 2022.

**Department(s):** SPECIAL REVENUE FUND—STREETS

**Purpose:** To allocate a portion of the first two American Rescue Plan Act fund payments, received from the Treasury Department, to the Streets Department

**Section 1.** To amend the Special Revenue Fund as follows:

Line Item	Account Number	Increase Change (DR)	Decrease Change (CR)	Amended Budget
CONTRACT SERVICES	28-20-5600-450	\$42,633.39		\$42,633.39
GRANT PROCEEDS-ARPA	28-10-3390-300		\$42,633.39	\$138,633.39

**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

9-7-2021  
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

September 1, 2021

**PROJECT: Graybeard Gabion Wall**  
**CUSTOMER: BLE / CDC**  
**RE: Polyurethane Grouting Proposal**

Dear Conner:

Keller North America, Inc. (KNA) is pleased to present this proposal to provide the installation of Keller's High-Density Polyurethane. Our opinions and statements regarding this project shall remain confidential to you and shall not be made available to another party without the expressed written consent of KNA. All concepts and procedures stated in this proposal shall be deemed as intellectual property of KNA.

This proposal is based upon the following:

1. KNA's assumptions based on site visit on 8/27/21 with BLE
2. Drawings provided by BLE showing area of repair

## **QUALIFICATIONS**

Keller is the largest geotechnical contractor in the United States (and worldwide) and is recognized by industry leaders to be reliable and innovative experts in the field of specialty foundation and geotechnical construction. Keller has been annually ranked #1 by Engineering News Record (ENR).

**Services:** Keller is part of the Keller Group and is a full-service company offering a broad range of design/build geotechnical services enabling us to perform all types of geotechnical construction projects including earth retention, ground improvement, structural support, grouting and others.

**Reputation:** Keller's reputation is based on providing cost effective solutions for difficult geotechnical construction projects. Keller's reputation has been enhanced by its superior performance on day-to-day work as well as fast track, resource intensive projects. Keller has more resources than any other geotechnical contractor in the United States.

**Financial:** Keller has been and continues to be very strong financially with limited debt. Keller is well insured, has a very low bonding rate and capacity to bond this project, if required. A copy of our financial statement is available on request.

**Safety:** Safety is the result of careful attention to all company operations by those who are directly and indirectly involved. Employees at all levels of Keller work diligently to execute the company's policy of maintaining safety and occupation health. Keller's strict internal corporate safety policy has resulted in an excellent safety record.

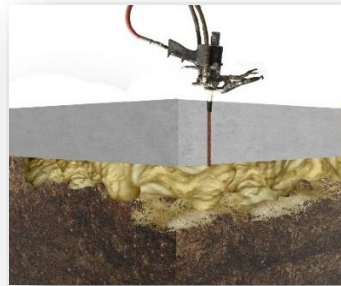
Please visit our website at [www.Keller-NA.com](http://www.Keller-NA.com) for additional company information and qualifications.

**Keller North America, Inc.**  
3939A Papermill Dr.  
Knoxville, TN 37909  
t: 865-583-8212

 **THINK SAFE**

### **KELLER HIGH DENSITY POLYURETHANE GROUTING SYSTEM (HDP Grouting)**

The Keller HDP Grouting System is a hydrophobic dual component high-density polyurethane grout that is injected via packers or pipe to fill voids.



The system that would be used is NCFI's 24-003 which is NSF 61 Certified for use in potable water situations. KNA has a long history and experience using urethane-grouting techniques, and KNA has been a valuable resource to clients for specialty grouting.

### **SCOPE OF WORK**

KNA proposes to use the HDP Grouting System 24-003 for filling voids under two sections of the wall totaling 47 linear feet.

KNA's proposed scope of work includes all labor, equipment, material, and other reasonably incidental items necessary to design and install the HDP injection grouting and coating program as outlined below. Specifically, our proposal includes the following:

1. HDP Grouting System per preliminary KNA design to industry standards
2. Use sandbags to retain grout during installation and remove sandbags after installation

### **EXCLUSIONS**

The following is to be supplied by the General Contractor/Owner or their other subcontractor(s) at no cost to KNA:

1. **Lane closure for duration of working hours on each day.**
2. **Placement of river rock to cover the grouted areas.**
3. Location, removal, protection, and/or relocation of all known overhead utilities and obstructions that will interfere with installation.
4. Provide and maintain clear, all-weather access to the work area for equipment and personnel including any ramps or access ways necessary to perform the work. Any site access issues which might reasonably affect equipment access, productivity, or crew safety must be remediated, including site dewatering if necessary. KNA will require parking for its trailer and equipment within 275 feet from the furthest area to be treated.  
KNA will require unimpeded access to the work area during our operations.
5. Any 3<sup>rd</sup> party sampling/ testing of materials, monitoring of adjacent structures for settlement or vibration, and monitoring of installation.



6. GC/Owner to ensure no cars are parked in the work area.
7. Sanitary services for our crew adjacent to the work area.
8. Vehicular and pedestrian traffic control and barricades, if required.
9. All permits and easements necessary for construction.
10. Debris disposal – KNA will perform daily housekeeping and place our construction trash in an area or container provided and maintained by you.
11. Adequate laydown area for equipment and material in the immediate vicinity of the work.
12. Any liquidated or consequential damages.
13. Removal of any existing conflicts with grout installation locations, such as electrical conduit, fixtures etc...
14. **SEE ATTACHED TERMS & CONDITIONS**

## CLARIFICATIONS

The following clarifications apply to this proposal if not otherwise stated:

1. KNA to provide protection of the stream by use of sandbags and the use of an NSF 61 Certified grout.

## PRICING

Keller North America, Inc. (KNA) estimates to perform the work described above for the prices listed below. All pricing is based on the attached Terms and Conditions. It is understood that final payment will be based on minimum quantities in the pricing table plus any overages listed in the Add Rate.

Description	Est. Qty.	Unit Price	Amount
Mobilization and Design	1	\$2,500.00	\$2,500.00
Keller HDP Grouting Program	1000 lbs	\$30.00	\$30,000.00
ADD Grout > 1000 pounds	Per Pound	\$26.00	
Stand-by / Delay Time	Per Hour	\$750.00	
<b>Est. Total Price =</b>			<b>\$32,500.00</b>

## PRICING CLARIFICATIONS

- Injection Grouting Program includes installation of up to 1000 pounds of grout material for a treatment area of 47 lf. Additional grout material may be required and will be billed at the ADD unit rate stated above. Additional treatment area will be billed at a negotiated ADD rate. The ADD rate is only applied if the entire job exceeds the 1000-pound limit. The pricing per linear foot is based on a minimum and won't be discounted if under 1000 pounds are used.
- We do not include provisions for complying with the Buy American Act.

## SCHEDULE

We estimate that approximately 4 working days per mobilization will be required to complete the base scope of work, depending on final quantities. KNA typically requires 3-5 weeks to mobilize to the site following written notice to proceed and contract execution, barring a delay in material delivery. Our price is based on working a single 10-hour shift per day, 6 days per week, using ONE (1) installation rig - changeable at our option. Our price does not include working nights, Sundays, or any holidays.

Additional charges will be assessed if we are on schedule and are required to work additional hours or shifts. Please note that our proposal is also based on the performance of our work during a single mobilization to the job site, with the availability of continuous, uninterrupted, and orderly work. If our work is delayed by others, for any reason beyond our control, compensation for downtime at a rate of \$750/HR, additional mobilizations, and/or extending our job time must be provided.



**ACCEPTANCE**

Prices quoted are subject to acceptance WITHIN THIRTY (30) DAYS FROM THE PROPOSAL DATE. Should the Owner/General Contractor accept this contract, yet use his own form, it is understood that he will incorporate and make a part thereof a true copy of this proposal and all its conditions. In event of a conflict between other contract documents and this proposal, the terms of this proposal shall prevail.

We trust this proposal is of interest to you and we look forward to being of service. If we can be of any assistance in clarifying any points in this proposal, please contact us at (865) 364-8297. If you are in agreement with the terms and conditions of this proposal, please sign in the designated area below and return this contract proposal to KNA.

Sincerely,  
**KELLER NORTH AMERICA, INC.**

Tom Gibbs  
Project Manager



Acceptance:

\_\_\_\_\_  
[Authorized Representative/Title]

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





## SPECIFIC TERMS AND CONDITIONS

The following facilities and services unless specifically stated otherwise are to be provided to KNA or the project by others free of all costs to KNA:

Site Access: Preparation and maintenance of clear, well drained, uninterrupted access ways and working platform suitable for KNA equipment moving under its own power. Access includes adequate ramps at suitable levels and should be available at the time and to the extent necessary to suit KNA's operations.

Sequence: Work is to be made available in a sequence that will enable KNA to work efficiently and systematically without restriction.

Progression of the Work: KNA's proposal is based upon carrying out the work in an unobstructed manner during regular working hours, Monday through Saturday, in a single uninterrupted visit to the site. In the event that KNA's work is interrupted for any reason beyond our control KNA shall be compensated at the rate of \$ 750 per hour for standby of the crew and equipment. At the present time, KNA anticipates commencing work on-site within 3 to 5 weeks after receipt of a written order to commence work. It is anticipated that the work will require approximately 1 week to complete.

Site Preparation and Maintenance: Removal of all surface or subsurface topsoil, brush, organic material and other unacceptable material in accordance with the requirements of the contract documents.

Site Work: The work under this proposal does not include any excavation, grading or sealing work required on the site to establish a working platform or to restore the site to the original or finished grade. All such work is to be furnished by others in a timely manner, so as not to impede the progress of the work or cause damage to the finished work.

Fall Protection: Erection and maintenance of fencing/fall protection, either temporary or permanent, associated with KNA's work.

Excavation and Spoil Removal: All necessary excavation and disposal, including removal of solid and liquid waste materials resulting from the work.

Support of Adjacent Ground or Structure: Any necessary additional protection or monitoring of existing structures, utilities, roadways which may be affected by KNA's work. Support of existing structures is not in the scope of work of KNA. The Owner or Contractor is obligated to ensure that such structures do not settle.

Traffic Control: All pedestrian and vehicular traffic control including signs and barricades, if and when required.

Utilities: All existing above and below ground utilities which may be affected by the work shall be located and exposed, removed, or relocated. The extent and location of adjacent utilities and services left in place, shall be clearly and accurately marked out on site and shown to an KNA representative prior to the commencement of work. Location of the utilities is not in the scope of work of KNA. The Owner or Contractor is obligated to ensure that all utilities are properly located including the proper notification of any utility locating service applicable to the work. KNA cannot accept responsibility for any damage to any such utilities not thus indicated. Furthermore, it is possible that damage may occur as a result of heave, settlement or intrusion caused by grout material due to the unforeseeable condition of the ground or utility. For this reason, KNA cannot accept responsibility for damages thus caused.

Layout: Continuous and complete survey and field layout of all necessary lines and grades from which KNA's work can be established. Any post construction survey of the work shall also be performed.

Engineering: All plans, specifications and designs, necessary for the work.

Permits and Easements: All site permits and easements required to legally perform the work.

Lighting: Reasonable site lighting for night work and site security.

Water Supply: Adequate supply of clean fresh potable water supplied to within 100 feet of KNA's operations at the rate of 100 gpm at 60 psi (Minimum 3-inch line).

Security: Site security during nights and weekends.

Site Yard: An area shall be provided on-site, adjacent to the work, for KNA's equipment, storage yard, workshop, and site office(s).

Labor Affiliations: This proposal is made with the understanding that **KNA will employ open shop labor**. In the event that union labor must be used the client will pay for any cost differential.

Vibration Liability: KNA cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. KNA requires that the Owner/General Contractor indemnify KNA against any and all claims for such disturbances and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc.

Hazardous Material: In the event that KNA encounters any hazardous material on the site which has not been rendered harmless, KNA shall immediately stop work in the area affected and report the condition in writing to the Owner and Engineer. To the fullest extent permitted by law, the Owner and Contractor shall indemnify and hold harmless KNA, their agents, consultants, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from performance of the work in the affected area.

The following additional terms and conditions will apply to the proposed work:

Liquidated Damages: The Owner or Contractor shall not be entitled to any liquidated damage, delay damage or other time related penalties arising from the work.

Bonds: The cost of a bond premium is not included in the contract price. If desired by and paid by the Owner or Contractor, KNA will furnish a Payment and





Performance Bond.

Payment: The prices quoted in this proposal are in United States dollars, payable to KNA in a United States bank.

Confidentiality: All specifications, drawings, price and technical data submitted by KNA are to be treated as confidential and shall not be used for any purpose other than the evaluation of this bid, nor shall such information be disclosed to any third party for any purposes without the express written consent of KNA. Such information shall remain KNA's property and be returned to KNA upon demand.

Period of Acceptance: This Proposal is offered for acceptance for a period of 30 days.

Exclusions: Any items of work not specifically included in this proposal shall not be the responsibility of KNA.

## **GENERAL TERMS AND CONDITIONS**

Payment Terms: Progress payments will be submitted monthly and shall be payable within 30 days of the invoice date. All other amounts due, including retention (if any), will be paid in full within 45 days of the substantial completion of KNA's work, regardless of the anticipated project completion date. An interest charge of 1-1/2% per month will be added to invoice amounts not paid within 30 days from the date of invoice. All costs of collection, including attorney's fees and court costs, will be added to unpaid invoice amounts.

Changed Conditions: Notwithstanding all clauses of this subcontract, if KNA, during its work, encounters 1) subsurface conditions or latent physical conditions which differ from those indicated in this Agreement, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then KNA shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.

Insurance: KNA will provide the following insurance with limits as shown.

- |    |  |                |
|----|--|----------------|
| 1. | Comprehensive General Liability:<br>(Combined Single Limit, Bodily Injury and Property Damage) | \$1,000,000.00 |
| 2. | Automobile Liability:<br>(Combined Single Limit, Bodily Injury and Property Damage)            | \$1,000,000.00 |
| 3. | Workman's Compensation   | STATUTORY      |

Force Majeure: KNA cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, or Act of God or other similar circumstances beyond KNA control.

Limitation of Liability: We will perform the work in a professional manner in cooperation with soils engineer. However, we cannot accept liability on any further damage to the structure, landscaping, utilities, french drains, septic systems, wells, etc. and/or any consequential damages that may result from the normal performance of the work. All utilities and other services left in place shall be located, exposed, and shown to our onsite representative prior to commencement of work.

Liability: No liability can be accepted by KNA, nor shall KNA accept as in any way responsibility for defects of any kind whatsoever arising from a cause which is outside KNA's immediate control or knowledge, or for any fault in the junction between KNA's work and subsequent work carried out by others.

Indemnity: Subject to the terms of the Liability Clause above, and to the correct soil conditions having been provided to us prior to our work, KNA shall insure, indemnify and hold harmless the Owner and their employees from and against all claims, damages, losses, and expenses, including attorney's fees, but only to the extent of the negligence of KNA, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and only to the extent such claim is covered under the General Liability Policy of KNA.

Standard Construction Contracts: As an alternate to accepting KNA's proposal as the contract document, KNA considers the "Standard Form Construction Contract" as prepared jointly by AGC, ASA and the ASC, 1994 Edition to be balanced and fair to all parties. Such contract, with no changes to the standard text thereof, along with this proposal and the specific documents herein, could form the contract for the work herein proposed. Any other contract form will require our review. Where incorporated into a contract, this proposal shall supersede all conflicting terms of such a contract.

Covid-19: Notwithstanding any provision(s) of this Proposal, if Keller's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Keller's workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Owner or General Contractor restrictions and/or directives; and/or (5) fulfillment of Keller's contractual or legal health and safety obligations associated with COVID-19; then, Keller shall be entitled to an equitable adjustment to the Keller schedule and duration to account for such delays, disruptions, suspensions, and impacts. To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of this Proposal, Keller shall be entitled to an equitable adjustment to the Proposal price for such increases, provided Keller presents documentation of such increases (including the original prices) and evidence of Keller's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/un-impacted prices.





# TRUESDAIL LABORATORIES, INC.

3337 MICHELSON DRIVE, SUITE CN 750, IRVINE, CA 92612

## Certified Product Listing

**For:**

Drinking Water System Components – Health Effects

**Company:**

NCFI Polyurethanes  
1515 Carter St  
Mt. Airy, NC 27030, United States

**Plant Location:**

Mt. Airy, NC, United States

**Standards:**

NSF/ANSI/CAN 61 - 2018

**Certificate:**

Issued Date: 09/26/2019

**Material/Product:**

Geotechnical Foam System

**Contact Temperature:**

23 ± 2°C

**Models:**

NCFI 24-003



Product certified to NSF/ANSI 372 conforms to the requirements for “Lead Free” plumbing products as defined by California, Vermont, Maryland and Louisiana state laws and by section 1417 of the US SDWA.

Truesdail's Product Certification Listing directory contains the most current certified product(s) and supersedes all printed copies of the listings.



## Material Characteristics:

Minimum tank size (gallons): 5

Maximum tank surface area/volume ratio (sq in/L): 40.4

Number of coats: 1

Is additional coating required (e.g. top coat, primer, intermediate coat)? (Y/N): No

Total cure time and temperature: 24 hr @ 23°C

Final cure time: 24 hr

Mix ratio: 1:1 by Volume

Colors: Gray

Is this paint/coating system intended to be applied to a pipe? (Y/N): No

Additional comments:

Product water contact should not exceed 5% of total wetted surface area.



Product certified to NSF/ANSI 372 conforms to the requirements for "Lead Free" plumbing products as defined by California, Vermont, Maryland and Louisiana state laws and by section 1417 of the US SDWA.



# SAFETY DATA SHEET According to GHS

PO Box 1528 • Mount Airy, NC 27030-1528  
800.346.8229 • Fax 336.789.9586 • [www.NCFI.com](http://www.NCFI.com)

Dallan, GA

Hickory, NC

Mount Airy, NC

Salt Lake City, UT

## Section 1: Identification

### Product Identifier

Trade Name: R-24-003  
Chemical Name: Polyurethane Resin  
Recommended Use: Component for the manufacture of Polyurethanes  
Restrictions on Use:

### Chemical Manufacturer Information

Name:	NCFI Polyurethanes	Phone:	(800) 346-8229
Address:	1515 Carter St Mount Airy, NC 27030	Fax:	(336) 789-9586
Website:	<a href="http://www.NCFI.com">www.NCFI.com</a>	Emergency Phone:	CHEMTREC: 800-968-793 (Toll Free)

## Section 2: Hazard Identification

### Classification of the substance or mixture:

<b>GHS Classification:</b>	
• Skin irritation, Category 3	• Eye irritation, Category 2

### GHS Labeling:



<b>Hazard Statements:</b>	
• May cause skin irritation	• May cause eye irritation
• May cause respiratory irritation	

<b>Precautionary Statements:</b>	
• Do not breathe fume/gas/mist/vapors/spray	• Wear protective gloves/eye protection/face protection
• IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.	• IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
• IF ON SKIN: Wash with plenty of soap and water	

### Other Hazards:





## SAFETY DATA SHEET According to GHS

PO Box 1528 • Mount Airy, NC 27030-1528  
800.346.8229 • Fax 336.789.9586 • [www.NCFI.com](http://www.NCFI.com)

Dallon, GA

Hickory, NC

Mount Airy, NC

Salt Lake City, UT

### Section 3: Composition

#### Hazardous Components

Type of product: Mixture

CAS#	Weight %	Name
Proprietary	<1	Tertiary amine catalysts
460-73-1	<4	1,1,1,3,3-Penta Fluoropropane (CF <sub>3</sub> CH <sub>2</sub> CHF <sub>2</sub> or HFC-245fa)

### Section 4: First Aid Measures

Inhalation:	Move to fresh air if symptoms develop. If breathing is difficult, give oxygen and call physician.
Eye Contact:	Flush with water for at least 15 minutes. See a physician if irritation develops.
Ingestion:	Induce vomiting; get medical attention
Most Important symptoms and effects, acute and delayed:	May cause skin or eye irritation upon contact. Avoid breathing vapors. The dense vapors can displace and reduce breathing air in confined or unventilated spaces causing asphyxiation. Overexposure may cause tremors, confusion, irritation, and may result in cardiac sensitization.
Indication of immediate medical attention and special treatment, if applicable:	N/A
Skin Contact:	Wash with soap and water at first opportunity.

### Section 5: Fire-Fighting Measures

Suitable extinguishing media:	Water, dry chemicals, CO <sub>2</sub>
Unsuitable extinguishing media:	None
Special hazards arising from the chemical:	Overheated containers may rupture due to pressure produced by CF <sub>3</sub> CH <sub>2</sub> CHF <sub>2</sub> . CF <sub>3</sub> CH <sub>2</sub> CHF <sub>2</sub> burns to form acids and noxious gases.
Precautions for fire-fighters:	A self-contained breathing apparatus should be worn to protect against toxic and irritating vapors.

### Section 6: Accidental Release Measures

Personal precautions, protective equipment, and emergency procedures:	Clear area. Ensure adequate ventilation. Wear suitable personal protective clothing and equipment.
Environmental precautions:	Do not discharge into drains/surface waters/groundwater
Methods and material for containment and cleanup:	Absorb with sawdust, etc., and shovel into container. Waste material should be disposed of under conditions which meet federal, state, and local environmental regulations.



## SAFETY DATA SHEET According to GHS

PO Box 1528 • Mount Airy, NC 27030-1528  
800.346.8229 • Fax 336.789.9586 • [www.NCFI.com](http://www.NCFI.com)

Dalton, GA

Hickory, NC

Mount Airy, NC

Sall Lake City, UT

### Section 7: Handling and Storage

Precautions for safe handling:	Store between 65°F and 85°F out of sunlight. Relieve pressure slowly when opening container. Under no circumstances should empty drums be burned or cut open with an electric or gas torch.
Conditions for safe storage, including any incompatibilities:	Keep tightly sealed.

### Section 8: Exposure Controls and PPE

#### Exposure Limits

Component:	Type	Value
Tertiary Amine Catalysts <sup>1</sup>	TWA	None established
1,1,1,3,3-Penta Fluoropropane <sup>1</sup> (CF <sub>3</sub> CH <sub>2</sub> CHF <sub>2</sub> or HFC-245fa)	TWA	300 ppm recommended

<sup>1</sup>Not listed as a carcinogen (NTA, IARC, OSHA)

#### Exposure Controls

Respiratory Protection:	The specific respirator selected must be based on contamination levels of this material found in the workplace and the working limits of the respirator. A supplied air, full-face mask, positive pressure or continuous flow respirator or a supplied air hood is required when airborne concentrations are unknown or exceed threshold limit values. A positive pressure, self-contained breathing apparatus can be used in emergencies or other unusual situations. Full-face air purifying respirators equipped with organic vapor cartridges can be used in certain situations, <i>see OSHA standard 29CFR 1910.134</i> . All equipment must be NIOSH approved and maintained.
Hand, eye, skin, body protection:	Wear goggles or chemical safety glasses and chemically resistant rubber or plastic gloves. Avoid eye and skin contact. Eye wash system and showers should be available.

### Section 9: Physical and Chemical Properties

#### Basic chemical and physical properties

Appearance:	Liquid	Flammability:	No
Color:	Black	Upper/lower flammability or explosive limits:	N/A
Odor:	Ethereal odor	Vapor pressure:	N/A
Odor threshold:	N/A	Vapor density:	N/A
pH:	N/A	Relative density:	1.07g/mL
Melting pt/freezing pt:	<32°F	Solubility(ies):	Slightly soluble in water
Boiling pt/boiling range:	60°F	Partition coefficient (n-octanol/water):	N/A
Flash point:	>200°F	Auto-ignition temperature:	>500°F
Evaporation rate:	Slower than ether	Decomposition temperature:	>500°F





# SAFETY DATA SHEET According to GHS

PO Box 1528 • Mount Airy, NC 27030-1528  
800.346.8229 • Fax 336.789.9586 • [www.NCFI.com](http://www.NCFI.com)

Dallon, GA

Hickory, NC

Mount Airy, NC

Salt Lake City, UT

## Section 10: Stability and Reactivity

Chemical stability:	Stable
Possibility of hazardous reactions:	N/A
Conditions to avoid:	Temperatures over 85°F
Incompatible materials:	Isocyanates and other chemicals that react with hydroxyl groups.
Hazardous decomposition products:	When burned, CO, CO <sub>2</sub> , NO <sub>x</sub> aliphatic fragments, halogens, halogen acids and possibly carbonyl halides.

## Section 11: Toxicological Information

Acute toxicity:	May cause skin irritation
Chronic toxicity:	Not available
Likely routes of exposure:	Skin
Symptoms related to physical, chemical and toxicological characteristics:	May cause skin irritation
Delayed and immediate effects and chronic effects from short and long-term exposure:	May cause skin irritation; avoid contact with eyes
Numerical toxicity measures:	Not available

## Section 12: Ecological Information

Ecotoxicity:	Not a marine pollutant
Persistence and degradability:	No known significant effects
Bioaccumulative potential:	Does not bioaccumulate
Mobility in soil:	

## Section 13: Disposal

Waste disposal:	R component drums can be sent to drum reconditioners or disposed of as ordinary industrial waste in compliance with pertinent regulations
-----------------	---

## Section 14: Transport

UN number:	Not regulated
UN Proper shipping name:	Not regulated
Transport Hazard class(es):	Not regulated
Packing group, if applicable:	Not regulated
Marine pollutant (YorN):	N
Special precautions:	None



## SAFETY DATA SHEET According to GHS

PO Box 1528 • Mount Airy, NC 27030-1528  
800.346.8229 • Fax 336.789.9586 • [www.NCFI.com](http://www.NCFI.com)

Dalton, GA

Hickory, NC

Mount Airy, NC

Salt Lake City, UT

### Section 15: Regulatory

#### Relevant safety, health, and environmental regulations

Inventory Status:	All components TSCA listed
US Regulations:	No ingredients listed
US Superfund Amendments and Reauthorization Act (SARA) Title III Section 313 information:	No ingredients listed

### Section 16: Other

MSDS Preparation Date:	06/25/2014
Revision Date:	

#### IMPORTANT NOTICES

This notification is a part of the Safety Data Sheet document and must not be detached. Any copying and redistribution of the Safety Data Sheet shall include copying of this notice and attaching the copy to the redistributed Safety Data Sheet copies.

This information is furnished without warranty, expressed, or implied, except that it is accurate to the best knowledge of NCFI. The data on this sheet relates only to the specific material designated herein. NCFI assumes no legal responsibility for use or reliance upon these data.





## SAFETY DATA SHEET According to GHS

PO Box 1528 • Mount Airy, NC 27030-1528  
800.346.8229 • Fax 336.789.9586 • [www.NCFI.com](http://www.NCFI.com)

Dalton, GA

Hickory, NC

Mount Airy, NC

Salt Lake City, UT

### Section 1: Identification

#### Product Identifier

Trade Name: A-24-003  
Chemical Name: Diphenylmethane Diisocyanate (MDI)  
Recommended Use: Component for production of polyurethanes  
Restrictions on Use:

#### Chemical Manufacturer Information

Name: NCFI Polyurethanes  
Address: 1515 Carter St Mount Airy, NC 27030  
Website: [www.NCFI.com](http://www.NCFI.com)

Phone: (800) 346-8229  
Fax: (336) 789-9586  
Emergency Phone: CHEMTREC: 800-968-793 (Toll Free)

### Section 2: Hazard Identification

#### Classification of the substance or mixture

GHS Classification:	
• Skin irritation, Category 2	• Acute toxicity, Inhalative, Category 4
• Sensitization of respiratory airways, Category 1	• Eye irritation, Category 2
• Carcinogenicity, Category 2	• Sensitization of the skin, Category 1
• Specific target organ toxicity (repeated exposure), Category 2	• Specific target organ toxicity (single exposure), Category 3

#### GHS Labeling:



Danger

Hazard Statements:	
• May cause an allergic skin reaction	• Causes skin irritation
• Harmful if inhaled	• Causes serious eye irritation
• May cause respiratory irritation	• May cause allergy or asthma symptoms or breathing difficulties if inhaled
• May cause damage to organs through prolonged or repeated exposure	• Suspected of causing cancer

Precautionary Statements:	
• Do not breathe dust/fume/gas/mist/vapors/spray	• IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
• Wear protective gloves/eye protection/face protection	• IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
• IF ON SKIN: Wash with plenty of soap and water	

**Other Hazards:** Persons with respiratory conditions should avoid handling this product.



## SAFETY DATA SHEET According to GHS

PO Box 1528 • Mount Airy, NC 27030-1528  
800.346.8229 • Fax 336.789.9586 • [www.NCFI.com](http://www.NCFI.com)

Dallou, GA

Hickory, NC

Mount Airy, NC

Salt Lake City, UT

### Section 3: Composition

#### Hazardous Components

Type of product: substance

CAS#	Weight %	Name
101-68-8	38.0%	Diphenylmethane-4,4'-diisocyanate (MDI)
26447-40-5	< 10.0%	MDI Mixed Isomers
9016-87-9	< 55.0%	P-MDI

### Section 4: First Aid Measures

<b>General:</b>	Remove contaminated clothing
<b>Inhalation:</b>	Remove affected individual to fresh air and keep person calm. Assist in breathing if necessary. Immediate medical attention required.
<b>Skin Contact:</b>	Wash affected areas with soap and water. Seek medical attention for irritation.
<b>Eye Contact:</b>	Rinse for at least 15 minutes with water. Immediate medical attention required.
<b>Ingestion:</b>	Rinse mouth and drink plenty of water. Do not induce vomiting. Immediate medical attention required.

### Section 5: Fire-Fighting Measures

<b>Suitable extinguishing media:</b>	Water, dry chemicals, CO <sub>2</sub>
<b>Unsuitable extinguishing media:</b>	High volume water jet
<b>Special hazards arising from the chemical:</b>	At temperatures above 400°F, MDI can polymerize/decompose causing pressure build-up in closed containers and possibly rupture. Avoid water contamination in closed containers which may cause rupture (CO <sub>2</sub> is evolved).
<b>Precautions for firefighters:</b>	Firefighters should be equipped with self-contained breathing apparatus and turn-out gear.

### Section 6: Accidental Release Measures

<b>Personal precautions, protective equipment, and emergency procedures:</b>	Clear area. Ensure adequate ventilation. Wear suitable personal protective clothing and equipment.
<b>Environmental precautions:</b>	Do not discharge into drains/surface waters/groundwater
<b>Methods/material for containment and cleanup:</b>	Remove mechanically; cover remainder with wet, absorbent material (e.g. sawdust, chemical binder based on calcium silicate hydrate, sand). After approx. one hour transfer to waste container and do not seal (evolution of CO <sub>2</sub> ?). Keep damp in a safe ventilated area for several days.

Spill area can be decontaminated with the following recommended decontamination solution:

Decontamination Solution #1: 8-10% sodium carbonate and 2% liquid soap in water

Decontamination Solution #2: Liquid/yellow soap (potassium soap with ~15% anionic dense): 20 ml; Water: 700 ml; Polyethyleneglycol (PEG 400): 350 ml





# SAFETY DATA SHEET According to GHS

PO Box 1528 • Mount Airy, NC 27030-1528  
800.346.8229 • Fax 336.789.9586 • [www.NCFI.com](http://www.NCFI.com)

Dallton, GA

Hickory, NC

Mount Airy, NC

Salt Lake City, UT

## Section 7: Handling and Storage

<b>Precautions for safe handling:</b>	Provide sufficient air exchange and/or exhaust in work rooms. Occupational exposure limits should not be exceeded (refer to Section 8). Contact with skin and eyes and inhalation of vapors must be avoided. Keep away from foodstuffs, drinks, and tobacco. Wash hands before breaks and at end of work.
<b>Conditions for safe storage, including any incompatibilities:</b>	Keep container tightly closed and protect against moisture. Segregate from bases. Store from 32°F – 110°F.

## Section 8: Exposure Controls and PPE

### Exposure Limits

Component	Type	Value
P-MDI	OSHA PEL	CLV 0.02 ppm 0.2 mg/m <sup>3</sup>
Diphenylmethane-4,4'-diisocyanate (MDI)	OSHA PEL	CLV 0.02 ppm 0.2 mg/m <sup>3</sup>

### Exposure Controls

<b>Respiratory Protection:</b>	Respiratory protection required in insufficiently ventilated working areas and during spraying. An air-fed mask, or for short periods of work, a combination of charcoal filter and particulate filter is recommended.
<b>Hand, eye, skin, body protection:</b>	Chemical resistant protective gloves should be worn to prevent all skin contact. Wear eye/face protection. Wear suitable protective clothing

## Section 9: Physical and Chemical Properties

### Basic chemical and physical properties

<b>Appearance:</b>	liquid	<b>Flammability</b>	not applicable
<b>Color</b>	dark amber	<b>Upper/lower flammability or explosive limits</b>	
<b>Odor</b>	Slightly aromatic	<b>Vapor pressure</b>	0.00016 mmHg
<b>Odor threshold</b>	not established	<b>Vapor density</b>	not established
<b>pH</b>	not established	<b>Relative density</b>	1.24
<b>Melting pt/freezing pt</b>	3°C	<b>Solubility(ies)</b>	Reacts with water
<b>Boiling pt/boiling range</b>	625°F	<b>Partition coefficient (n-octanol/water)</b>	not established
<b>Flash point</b>	390°F	<b>Auto-ignition temperature</b>	not applicable
<b>Evaporation rate</b>	not established	<b>Decomposition temperature</b>	not established

## Section 10: Stability and Reactivity

<b>Chemical stability:</b>	Polymerises at about 200°C with evolution of CO <sub>2</sub>
<b>Possibility of hazardous reactions:</b>	Exothermic reaction with amines and alcohols; reacts with water forming CO <sub>2</sub> ; in closed containers, risk of bursting owing to increase of pressure
<b>Conditions to avoid:</b>	Avoid moisture
<b>Incompatible materials:</b>	water, alcohols, strong bases, amines



# SAFETY DATA SHEET According to GHS

PO Box 1528 • Mount Airy, NC 27030-1528  
800.346.8229 • Fax 336.789.9586 • [www.NCFI.com](http://www.NCFI.com)

Dallan, GA

Hickory, NC

Mount Airy, NC

Salt Lake City, UT

<b>Hazardous decomposition products:</b>	By high heat or fire; CO, CO <sub>2</sub> , NO <sub>x</sub> , benzene, toluene, aliphatic fragments and traces of HCN
--	---

## Section 11: Toxicological Information

<b>Acute toxicity (inhalation):</b>	LC50: 490mg/kg, vapor, 4hr rat
<b>Chronic toxicity:</b>	2 years, inhalation; NOAEL: 0.2mg/m <sup>3</sup> , (rat, Male/Female, 6hrs/day 5 days/week)
<b>Likely routes of exposure:</b>	Skin, inhalation
<b>Symptoms related to physical, chemical and toxicological characteristics:</b>	Minor skin irritation; asthma-like symptoms
<b>Delayed and immediate effects and chronic effects from short and long-term exposure:</b>	Possible sensitization
<b>Numerical toxicity measures:</b>	

## Section 12: Ecological Information

<b>Ecotoxicity:</b>	LC0: >1,000mg/l (Zebra fish 96 hrs) LC0: >3,000mg.l (Killifish 96hrs)
<b>Persistence and degradability:</b>	0%
<b>Bioaccumulative potential:</b>	Does not bioaccumulate
<b>Mobility in soil:</b>	

## Section 13: Disposal

<b>Waste disposal:</b>	Incinerate or dispose of in a licensed facility. Do not discharge substance/product into sewer system. Do not burn empty drums or cut open with gas or an electric torch as toxic decomposition products may be liberated. Do not reuse empty containers.
------------------------	---

## Section 14: Transport

### Land transport

<b>USDOT</b>	Not classified as dangerous good
<b>China</b>	Not classified as dangerous good

### Sea transport

<b>IMDG</b>	Not classified as dangerous good
-------------	----------------------------------

### Air transport

<b>IATA/ICAO</b>	Not classified as dangerous good
------------------	----------------------------------

### Further information

DOT: This product is regulated if the amount in a single receptacle exceeds the Reportable Quantity (RQ). Refer to Section 15 for the RQ of this product.



## SAFETY DATA SHEET According to GHS

PO Box 1528 • Mount Airy, NC 27030-1528  
800.346.8229 • Fax 336.789.9586 • [www.NCFI.com](http://www.NCFI.com)

Dalton, GA

Hickory, NC

Mount Airy, NC

Salt Lake City, UT

### Section 15: Regulatory

Relevant safety, health, and environmental regulations:	
Inventory Status:	TSCA listed
US Regulations:	Not regulated
US Superfund Amendments and Reauthorization Act (SARA) Title III Section 313 information:	Methylene Bis Phenylisocyanate 101-68-8 5000 lbs. See MSDS – A Component (Same as Diphenylmethane diisocyanate (MDI)) Polymeric Diphenylmethane diisocyanate 9016-87-9 See MSDS – A Component

### Section 16: Other

MSDS Preparation Date:	06/25/2014
Revision Date:	

#### IMPORTANT NOTICES

This notification is a part of the Safety Data Sheet document and must not be detached. Any copying and redistribution of the Safety Data Sheet shall include copying of this notice and attaching the copy to the redistributed Safety Data Sheet copies.

This information is furnished without warranty, expressed, or implied, except that it is accurate to the best knowledge of NCFI. The data on this sheet relates only to the specific material designated herein. NCFI assumes no legal responsibility for use or reliance upon these data.



## NCFI POUR-IN-PLACE SYSTEM 24-003

### DESCRIPTION:

NCFI 24-003 is a hydrophobic, two-component, HFC 245fa blown, all PMDI-based, pour-in -place urethane foam system designed for concrete jacking and cavity filling in wet environments. NCFI 24-003 has low component viscosities making the system suitable for mechanical mix machines, high pressure (over 600 psi) impingement mixing machines or hand mixing.

### DISTINGUISHING CHARACTERISTICS:

- Excellent Lifting Capacity
- Good Performance in Wet Environments
- Excellent Compressive Strength
- Good Dimensional Stability

### TYPICAL RESIN PROPERTIES:

	<u>24-003 R</u>	<u>24-003 A</u>
Viscosity @ 72°F	475 cps	200 cps
Lbs./Gallon	8.9 lbs.	10.2 lbs.
Appearance	opaque, black liquid	transparent, brown liquid
Shelf Life	6 months	6 months

### MIX RATIO:

	<u>24-003 R</u>	<u>24-003 A</u>
By Weight	100 parts	116 parts
By Volume	100 parts	100 parts

### TYPICAL REACTION PROPERTIES:

	<u>Hand Mix</u> <u>@ 72°F</u>	<u>Machine Mix</u> <u>@ 120°F</u>
Cream Time (sec)	20	7
Gel Time (sec)	47	
Tack Free Time (sec)	51	14
Rise Time (sec)	90	15
Density (FRC)	4 pcf	3 - 4 pcf

### TYPICAL PHYSICAL PROPERTIES:

Restrained Core Density, ASTM D1622	5.5 pcf
Compressive Strength, ASTM D1621	90 psi
Tensile Strength, ASTM D1623	110 psi
Closed Cell Content, NCFITM 300	>94%
Water Absorption, ASTM D2842	≤0.04 lbs/sq ft
Dimensional Stability, ASTM D2126	Volume change
Heat age, 200°F, 28 days	-1.5%
Humid age, 158°F, 100% R.H., 28 days	-1.0%
Cold age, -20°F, 28 days	-0.1%
Resistance to Solvents	Excellent
Resistance to Mold and Mildew	Excellent
Maximum Service Temperature	200°F

\*The above values are average values obtained from laboratory experiments and should serve only as guide lines.

## NCFI 24-003 APPLICATION INFORMATION

### EQUIPMENT AND COMPONENT RATIOS:

NCFI 24-003 should be mixed by pour machines designed to mix urethane chemicals. It is recommended that this system be processed with a Gusmer/Graco 20/35 with a GX-7 gun. Preheats and hose heats may be set in the temperature range of 100-140°F depending on ambient conditions. Use a #16160-125-A2 pour module with no disc. NCFI 24-003R is connected to the **resin/polyol** pumps with NCFI 24-003A being connected to the **isocyanate** pumps.

### STORAGE AND USE OF CHEMICALS:

Keep temperature of chemicals at 70°F for several days before use. Cold chemicals can cause poor mixing, pump cavitation or other process problems due to higher viscosity at lower temperatures. Storage temperature should not exceed 100°F. Prolonged exposure to temperatures below 60°F can cause the 'A' component to freeze. Do not store in direct sunlight. Keep drums tightly closed when not in use and under nitrogen pressure of 2 - 3 psi after they have been opened.

### SAFE HANDLING OF LIQUID COMPONENTS:

Use caution in removing bungs from the container. Loosen the small bung first and let any built up gas escape before completely removing. Avoid prolonged breathing of vapors. In case of chemical contact with

eyes, flush with water for at least 15 minutes and get medical attention. For further information refer to "MDI-Based Polyurethane Foam Systems: Guidelines for Safe Handling and Disposal" publication AX-119 published by the Center For The Polyurethanes Industry 1300 Wilson Blvd, Suite 800, Arlington, VA 22209.

### Caution:

Polyurethane products manufactured or produced from this liquid system may present a serious fire hazard if improperly used or allowed to remain exposed or unprotected. The character and magnitude of any such hazard will depend on a broad range of factors which are controlled and influenced by the manufacturing and production process, by the mode of application or installation and by the function and usage of the particular product. *Any flammability rating contained in this literature is not intended to reflect hazards presented by this or any other material under actual fire conditions. These ratings are used solely to measure and describe the product's response to heat and flame under controlled laboratory conditions.* Each person, firm or corporation engaged in the manufacture, production, application, installation or use of any polyurethane product should carefully determine whether there is a potential fire hazard associated with such product in a specific usage, and utilize all appropriate precautionary and safety measures.

The information on our data sheets is to assist customers in determining whether our products are suitable for their applications. The customers must satisfy themselves as to the suitability for specific cases. NCFI Polyurethanes warrants only that the material shall meet its specifications; this warranty is in lieu of all other written or unwritten, expressed or implied warranties and NCFI Polyurethanes expressly disclaims any warranty of merchantability, fitness for a particular purpose, or freedom from patent infringement. Accordingly, buyer assumes all risks whatsoever as to the use of the material. Buyer's exclusive remedy as to any breach of warranty, negligence or other claim shall be limited to the purchase price of the material. Failure to adhere strictly to any recommended procedures shall relieve NCFI Polyurethanes of all liability with respect to the material or the use thereof.

Origination Date 04/2002

Revision #6 06/2012

## TERRATHANE™ Polyurethanes

TerraThane™ Polyurethanes by NCFI are uniquely formulated for a variety of geotechnical applications. Each batch goes through stringent testing and quality assurance standards to ensure reliability in the field.

### 24-003 APPLICATIONS

**Bridge Approaches and Departures**  
**Highway and Streets**  
**Airport Runways and Taxiways**  
**Concrete Slab Lifting**  
**Joint Matching**  
**Void Filling**  
**Deep Soil Injection**

## About 24-003

TerraThane™ 24-003 is a hydrophobic/hydro-insensitive, MDI-based polymer formula that is specially designed for exceptional flow or spread under concrete structures when water is present. The 24-003 flowability ensures voidfill and support before lifting. 24-003 is available with an NSF/ANSI 61 Section 5 – 2017 certification.

### REACTIVITY AT 110°

<b>Cream Time</b>	7 seconds
<b>Gel Time</b>	13 Seconds
<b>Tack Free Time</b>	19 seconds
<b>Rise Time</b>	26 seconds



## Physical Properties

Physical Properties	Test Method	Free Rise	Restrained
Density	ASTM D1622	4.0 pcf	5-6 pcf
Compressive Strength	ASTM D1621	68 psi	80-100 psi
Compressive Modulus	ASTM D1621	1900 psi	2400-3200 psi
Tensile Strength	ASTM D1623	79 psi	100-120 psi
Tensile Modulus	ASTM D1623	1446 psi	3100 psi
Water Absorption	ASTM D2842	≤ 0.04 lbs/ft <sup>2</sup>	≤ 0.04 lbs/ft <sup>2</sup>
Closed Cell Content		>92%	>92%
Max Service Temp		200°F	200°F
Elongation	ASTM D1623	5.1%	
Shear Strength	ASTM C273	52.0 psi	90 psi
Shear Modulus	ASTM C273	602 psi	677 psi
Flexural Strength	ASTM D790	80 psi	387 psi
Flexural Modulus	ASTM D790	1625 psi	13502 psi



## Special Testing/Certifications

<b>NYDOT Hydro-insensitivity test, GTP-9</b>		<b>&gt;96% density retention &gt;93% comp str retention</b>	
Dimensional stability, % volume change, 28 day aging (ASTM D-2126)	<b>Heat age at 158°F</b>	<b>Freezer at -20°F</b>	<b>Humid age at 100% RH &amp; 120°</b>
	-1.5%	-0.1%	-1.0%

### Performance

*Wet Environments...* **Excellent**

*Lifting Capacity...* **Excellent**

### Chemical Resistance

*Solvents...* **Excellent**

*Mold and Mildew...* **Excellent**

## Component Properties

Component	B-24-003	A2-000
<b>Appearance</b>	Transparent Liquid	Clear Brown Liquid
<b>Brookfield Viscosity @ 20rpm</b>	500 cps at 72°	200 cps at 72°
<b>Specific Gravity</b>	1.07	1.24
<b>Weight per Gallon</b>	8.9 lbs	10.3 lbs
<b>Storage Temperature</b>	50° - 100°F	50° - 110°F

## Processing Parameters

<b>ISO Temperature</b>	100° - 120°F
<b>Poly Temperature</b>	100° - 120°F
<b>Mixing Pressure</b>	800 psi static, 600 psi dynamic, 1000/800 preferred

## Mix Ratio

**By weight....**100 parts poly : 116 parts iso

**By volume...**100 parts poly : 100 parts iso

## Storage and Handling

Store the poly from 50°F to 90°F. Avoid moisture contamination during storage, handling, and processing. For both components, pad containers and day tanks with either nitrogen or dry air (desiccant cartridge or air dryer @ -40°F dew point). For optimum shelf life, the recommended storage temperature for iso is 50°F to 110°F. **Do not expose iso to lower temperatures – freezing may occur.** Store components at 70°F to 90°F for several days prior to use to minimize components being too viscous at time to take to field. Shelf life of Resin is 6 months and ISO is 2 years for factory sealed containers.

## Application Cautions

Careful consideration should be given to selection and application of any NCFI Polyurethane foam system where excessive foam mass build-up can occur. Excessive polyurethane foam lift thickness will result in high internal temperatures within the injected foam, which can result in degraded foam properties, or in extreme cases, fire or spontaneous combustion. **Any flammability rating contained in this literature is not intended to reflect hazards presented by this or any other material under actual fire conditions.** Each person, firm or corporation engaged in the application, installation or use of any polyurethane product should carefully determine whether there is a potential fire hazard associated with such product in a specific usage, and utilize all appropriate precautionary and safety measures. Please consult NCFI Polyurethanes for safety considerations, polyurethane system selection and application recommendations.

The Information contained herein is believed to be reliable, but no representations, guarantees or warranties of any kind are made as to its accuracy, suitability for particular applications or the results to be obtained there from. The information is based on laboratory work with small-scale equipment and does not necessarily indicate end product performance. Because of the variation in methods, conditions and equipment used commercially in processing these materials, no warranties or guarantees are made as to the suitability of the products for the application disclosed. Full-scale testing and end product performance are the sole responsibility of the user. NCFI Polyurethanes shall not be liable for and the customer assumes all risk and liability of any use or handling of any material beyond NCFI's direct control. NCFI MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Nothing contained herein is to be considered as permission, recommendations, nor as an inducement to practice any patented invention without the express permission of the patent owner.