



Town of Waynesville, NC

Board of Aldermen Regular Meeting

Town Hall, 9 South Main Street, Waynesville, NC 28786

Date: January 14, 2020

Time: 6:30 p.m.

The agenda and all related documentation may be accessed electronically at www.waynesvillenc.gov.
Click on "Government/Mayor & Board" to download materials for town board meetings.

Consider the environment ♦ Conserve resources ♦ Print only when necessary

The Town of Waynesville provides accessible facilities, programs and services for all people, in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or accommodation for this meeting, please contact the Town Clerk at: (828) 452-2491 eward@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gary Caldwell

1. Welcome/Calendar/Announcements
2. Adoption of Minutes

Motion: To approve the minutes of the December 10, 2019 organizational meeting and the December 10, 2019 regular meeting as presented (or as corrected).

3. Mayor Gary Caldwell – Homelessness Task Force Update

B. PRESENTATION

4. Cemetery Presentation
 - Assistant Town Manager Amie Owens

Motion: To call for a Public Hearing on Tuesday January 28, 2020, at 6:30 p.m. or as closely thereafter as possible in the Town Hall Board Room, 9 South Main Street, to gain public input on the Cemetery Ordinance.

5. Audit Presentation of the FY 2019 Financial Statements
 - Finance Director Ben Turnmire
 - Nancy Lux - Ray, Bumgarner, Kingshill and Associates
 - Bruce Kingshill – Ray, Bumgarner, Kingshill and Associates

Motion: To accept the audit report as presented

C. NEW BUSINESS

6. Rehabilitation of Digester at Waste Water Treatment Plant

- Jeff Stines, Interim Public Services Director

Motion: Approve the bid submitted by Ashe Construction and Maintenance

7. Award of Contract to Green Light Electric: Haywood & Church St. Pedestrian Signal Upgrade

- Jeff Stines, Interim Public Services Director

Motion: To award project to Green Light Electric

8. Chestnut Walk Tank Bid Results

- Jeff Stines, Interim Public Services Director

Motion: To award contract to ACMI in the amount of \$320,952.00

9. Award of RFQ and Fee for Engineering Services: Hydraulic Modeling / Fire Flow Mapping

- Jeff Stines, Interim Public Services Director

Motion: To award contract to McGill & Associates in the amount of \$55,500.

10. Request approval of NC 457(b) Deferred Compensation Plan

- Assistant Town Manager Amie Owens

Motion: To approve the Resolution R-01-20 to Adopt A Qualified Defined Contribution Plan (NC 457) for the Employees of the Town of Waynesville

11. Report to Board on Feasibility of Printed Quarterly Newsletter

- Assistant Town Manager Amie Owens

D. COMMUNICATIONS FROM STAFF

12. Manager's Report

- Town Manager Rob Hites

13. Attorney's Report

- Town Attorney Bill Cannon

E. COMMUNICATIONS FROM THE MAYOR AND BOARD

14. Call for Public Hearing

- Alderman Jon Feichter

Motion: To call for a Public Hearing on February 11, 2020 at 6:30 p.m. or as closely thereafter as possible in the Town Hall Board Room, 9 South Main Street, to consider adoption of a resolution of support for the passage of House Bill 655 – NC Health Care for Working Families.

15. Special Recognition

- Alderman Jon Feichter

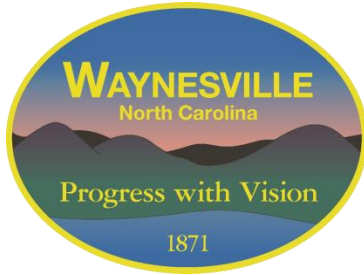
F. CALL ON THE AUDIENCE

G. CLOSED SESSION

16. Enter into closed session to discuss potential acquisition of property under NC General Statute §143-318.11(a)(5)

Motion: To enter into closed session under NC General Statute § 143.318.11(a)(5)(i) to consider the price or other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease.

H. ADJOURN



TOWN OF WAYNESVILLE

PO Box 100
16 South Main Street
Waynesville, NC 28786
Phone (828) 452-2491 • Fax (828) 456-2000
www.waynesvillenc.gov

CALENDAR

January 20, 2020

2020	
Tuesday January 14	Board of Aldermen Meeting – Regular Session
Monday January 20 Martin Luther King, Jr. Birthday	Town Offices Closed
Tuesday January 28	Board of Aldermen Meeting – Regular Session
Thursday January 30 5:00 - 7:30 PM	Elected Officials Reception Wells Event Center – RSVP to Eddie by Friday January 24 th 2020
Tuesday Feb 11	Board of Aldermen Meeting – Regular Session
Tuesday Feb 25	Board of Aldermen Meeting – Regular Session
Tuesday March 10	Board of Aldermen Meeting – Regular Session
Tuesday March 24	Board of Aldermen Meeting – Regular Session
Friday April 10 Good Friday	Town Offices Closed
Tuesday April 14	Board of Aldermen Meeting – Regular Session
Tuesday April 28	Board of Aldermen Meeting – Regular Session
Tuesday May 12	Board of Aldermen Meeting – Regular Session
Monday May 25 Memorial Day	Town Offices Closed
Tuesday May 26	Board of Aldermen Meeting – Regular Session
Tuesday June 9	Board of Aldermen Meeting – Regular Session
Tuesday June 23	Board of Aldermen Meeting – Regular Session
Friday July 3 Independence Day	Town Offices Closed
Tuesday July 14	Board of Aldermen Meeting – Regular Session
Tuesday July 28	Board of Aldermen Meeting – Regular Session
Tuesday August 11	Board of Aldermen Meeting – Regular Session
Tuesday August 25	Board of Aldermen Meeting – Regular Session
Monday September 7 Labor Day	Town Offices Closed
Tuesday September 8	Board of Aldermen Meeting – Regular Session
Tuesday September 22	Board of Aldermen Meeting – Regular Session
Tuesday October 13	Board of Aldermen Meeting – Regular Session
Tuesday October 27	Board of Aldermen Meeting – Regular Session
Tuesday November 10	Board of Aldermen Meeting – Regular Session
Wednesday November 11 Veterans Day	Town Offices Closed
Tuesday November 24	Board of Aldermen Meeting – Regular Session
Thursday & Friday November 26 & 27 Thanksgiving	Town Offices Closed
Tuesday December 8	Board of Aldermen Meeting – Regular Session
December 24 th , 25 th 28 th	Christmas Holidays – Town Offices Closed

Board and Commission Meetings – January 2020

ABC Board	ABC Office – 52 Dayco Drive	January 21st 3 rd Tuesdays 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	January 7th 1 st Tuesdays 5:30 PM
Downtown Waynesville Association	UCB Board Room – 165 North Main	January 23rd 4 th Thursdays 12 Noon
Firefighters Relief Fund Board	Fire Station 1 – 1022 N. Main Street	Meets as needed; <i>No meeting currently scheduled</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	January 1st 1 st Wednesdays 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	January 20th 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	January 9th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	January 15 3 rd Wednesdays 5:30 PM
Waynesville Housing Authority	Waynesville Towers – 65 Church Street	January 14th 2 nd Tuesday 3:30 PM

BOARD/STAFF SCHEDULE

January 27 th – January 31 st	Assistant Town Manager	Vacation
---	------------------------	----------

MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN
Organizational Meeting
December 10, 2019

THE WAYNESVILLE BOARD OF ALDERMEN held its organizational meeting on Tuesday, December 10, 2019 at 6:30 p.m. in the board room of Town Hall, 9 South Main Street, Waynesville, NC.

A. CALL TO ORDER ORGANIZATIONAL MEETING – Town Manager Rob Hites

Manager Hites called the Organizational Meeting to order at 6:30 p.m., and asked Haywood County Clerk of Court Hunter Plemmons to administer the Oaths of Office to the Board of Aldermen.

B. OATHS OF OFFICE

Mr. Plemmons administered the Oath of Office to:

James Gary Caldwell	Mayor
Jon Douglas Feichter	Alderman
Julia Boyd Freeman	Alderman
Clarence (Chuck) Dickson	Alderman
Anthony Sutton	Alderman

Mayor Caldwell expressed his gratitude to the citizens of Waynesville for putting their trust in him to be the Mayor of Waynesville. He said he had big shoes to fill as Mayor following Gavin Brown.

Mayor Caldwell adjourned the Organizational Meeting at 6:45 pm.

A. CALL TO ORDER REGULAR MEETING - Mayor Gary Caldwell

Mayor Caldwell called the regular meeting to order at 6:46 pm with the following staff members present:

Rob Hites, Town Manager
Amie Owens, Assistant Town Manager
Eddie Ward, Town Clerk
Bill Cannon, Town Attorney
Various Town employees

The following media representatives were present:

Becky Johnson, The Mountaineer
Cory Vaillancourt, Smoky Mt. News

B. CALENDAR AND ANNOUNCEMENTS

1. Announcements

- Seating at the dais – Mayor Caldwell

Mayor Caldwell explained how the seating at the dais would be, and each Alderman was seated.

2. Adoption of Minutes

A motion was made by Alderman Anthony Sutton, seconded by Alderman Julia Freeman, to approve the minutes of the November 12, 2019 regular meeting as presented. The motion carried unanimously.

C. COMMUNICATION FROM STAFF

3. Appointment of Mayor Pro Tem

- Mayor Gary Caldwell

Mayor Caldwell opened the floor for nominations from the Board for the appointment of Mayor Pro Tem.

A motion was made by Alderman Anthony Sutton to appoint Alderman Julia Freeman as Mayor Pro Tem*. The motion passed unanimously.

**Robert's Rules of Order – a nomination does not require a second*

Alderman Freeman said she was grateful to serve as Mayor Pro Tem and looked forward to working with Mayor Caldwell and the Aldermen.

4. Affirmation of Appointments of Town Manager and Town Attorney

- Eddie Ward, Town Clerk

A motion was made by Alderman Anthony Sutton, seconded by Alderman Julia Freeman, to affirm the appointments of Robert Hites, Jr., as Town Manager and William E. Cannon, Jr., as Town Attorney in accordance with the terms of their current employment agreements with the Town of Waynesville.

Town Clerk Eddie Ward administered Oath of Office to Town Manager Robert W. Hites and to Town Attorney Bill Cannon.

5. Meeting Schedule and Meeting Time for 2020

- Eddie Ward, Town Clerk

Ms. Ward presented the Board with the regular meeting schedule for 2020 and reminded the Board that there will only be one meeting in December 2020. Ms. Ward also stated there had been some discussion concerning changing the meeting time to 6:00 pm. She stated that there are multiple projects that will be moving forward in 2020 and beyond, and with an earlier start time there is potential for more in-depth presentation and discussion.

Mayor Caldwell asked the Aldermen if they had any comments about changing the meeting time for the meetings.

Alderman Sutton said he had no problem with the time change.

Alderman Feichter stated he worked in Sylva, and it would be hard for him to be back to Waynesville in time for a 6:00 PM meeting.

Alderman Freeman said she would not have a problem with an earlier time frame.

Alderman Dickson stated he wanted to make sure that the public that worked regular hours would be able to attend meetings, and he felt that the Board should accommodate Alderman Feichter by keeping the meeting time at 6:30 pm.

Mayor Caldwell made a motion, seconded by Alderman Sutton, to keep the meeting time for the Board of Alderman at 6:30 p.m., and to approve the meeting schedule for 2020. The motion passed unanimously.

6. Manager's Report
 - Town Manager Rob Hites

Municipal Building damage repair/renovation

Manager Hites explained to the Board that repairing the damage to the Municipal Building and adding several items for renovation is somewhat complicated because we must separate the cost of repair due from the insurance company from the improvements to the building not covered by insurance. The insurance company has paid for the removal of asbestos in damaged areas. During the investigation of asbestos, we found considerable asbestos in the Assistant Town Manager's office, the Human Resource Specialist's office and the hallway where the photocopy machine is located. Those areas will have to be abated at the Town's cost since it wasn't part of the water damage. Manager Hites stated that he would like the Board's input on the conceptual plans in order to complete the specifications for the bid documents.

Manager Hites said he wanted to make sure that the recommendations meet the Board's vision for the Municipal Building. The old Board room is one of the most frequently used meeting rooms in Waynesville and it needs upgrading. In consultation with Mayor Caldwell, it is recommended that furniture that is purchased for the Mayor's office can be used as a meeting area for all the Board members. The office would have a traditional desk and side chairs but instead of a table, a seating area would be created so the Board and staff can meet with constituents in an inviting atmosphere. Staff recommends that the 1st floor be carpeted throughout to match the carpet that will be installed in the damaged areas. The current restroom is not ADA compliant and now is the time to remodel it to meet the ADA. Many of the groups that meet in the old Board room bring food and beverages. Manager Hites recommends that the two-foot inset in the room be upfitted with cabinets and countertops so that food and drinks can be located between a sink and the refrigerator. Most groups use our audio-visual equipment to show webinars or PowerPoint. The current blinds do not darken the room so the screens can be easily viewed. Staff recommends that the outdated curtains and blinds be replaced with window treatments that can more efficiently prohibit light from entering the room. Initially staff had hoped that the original floors could be restored to as they were in the 1920's, but the estimate to refinish the floors was such that he recommends carpet purchased off State contract.

The bid will be sent out when the plans are approved, and the Board will have the opportunity to review and approve construction, hopefully at a meeting in January.

Manager Hites provided a detailed description of the project as follows:

MUNICIPAL BUILDING REPAIR COVERED BY INSURANCE

Clerk's Office:

- Install underlayment and level with Terrazzo floor. Prep for carpet
- Install cabinets under frosted glass to replace those torn out. Countertop will have recessed area for ADA access.
- Repaint areas damaged by water and tear out (color to be chosen by Town).

Foyer between Clerk's office and Restroom:

- Install underlayment and hardwood floor level with Terrazzo and Clerk's floor (hardwood to match original).
- Repaint areas damaged by water and tear out (color to be chosen by Town).

ADA Compliant Restroom:

- Tear out partition wall between old restroom and kitchenette
- Remove old plumbing fixtures
- Install blocking for grab bars and restroom fixtures
- Install green board for tile (subway tile approved by Town)
- Remove old water lines and toilet flanges and relocate as per specifications
- Install underlayment and backerboard for ceramic tile floor (tile to be chosen by Town).
- Install ADA compliant water closet, sink, grab bars and fixtures
- Paint remaining walls (color chosen by Town)
- Replace ceiling tile and light fixtures

Meeting Room:

- Replace carpet (through State contract)

Human Resources Office

- Install underlayment and level with foyer floor. Prep for carpet
- Install carpet (through State contract)
- Repaint areas damaged by floor and carpet removal

Estimated cost to be reimbursed by insurance company

\$40,000

MUNICIPAL BUILDING RENOVATIONS NOT COVERED BY INSURANCE

Clerk's Office:

- Remove storm windows, prep window trim and paint (color chosen by Town)
- Paint walls
- Remove paint from vault door and restore its original surface

Foyer to Town Hall:

- Remove rubber floor mat in lobby. Repair holes. (if surface below mat is beyond repair, replace mat with walk off carpet).
- Repair cracks in terrazzo foyer, remove existing chemical finishes and grind with 3,000 grit to restore original finish.

- Hallway adjacent to Human Resources Office:
- Remove flooring that has been exposed to asbestos
- Install underlayment and lay new hardwood floor to match original hardwood flooring

Assistant Manager's Office:

- Remove flooring exposed to asbestos
- Install new subfloor level with terrazzo foyer and prep for carpet to be installed through State contract.

Human Resources Office:

- Purchase new office furniture to make it a more conducive work environment

Mayor's Office:

- Install new carpet
- Purchase new desk and side chairs
- Purchase furniture for meetings with constituents (to be used by all elected officials)

Meeting Room:

- Install cabinets and plastic laminate countertops in two foot inset where Town Seal is located.
- Install sink, GFI wall sockets and area for refrigerator
- Install carpet purchased through State contract (chosen by Town)

Alternate bid will be provided to restore the original hardwood floors.

- Paint trim and walls to match original 1920 color palette
- Remove old window coverings
- Install new moveable light blocking window coverings

Manager's Office:

Remove old carpet and install carpet to match meeting room and other carpet.

Total Estimated cost

\$110,000

Assistant Town Manager Amie Owens added that a fixed glass partition, as well as a transactional window, would be added security for the Clerk's Office.

A motion was made by Alderman Anthony Sutton, seconded by Alderman Julia Freeman, to approve the conceptual plan for repairing/renovating the 1st floor of the Municipal Building. The motion passed unanimously.

7. Attorney's Report

- Town Attorney Bill Cannon

Attorney Cannon had nothing to report.

D. COMMUNICATIONS FROM THE MAYOR AND BOARD

- Mayor Gary Caldwell

8. Homelessness Taskforce

Mayor Caldwell stated that as part of the issues that were acknowledged during the most recent campaign, homelessness and the impact on the community was brought forth as a community issue. In response, a taskforce comprised of key stakeholders is proposed.

Mayor Caldwell has already approached the following individuals to ask if they would assist on the taskforce:

- Alderman Anthony Sutton
- Sheriff Greg Christopher/ Public Information Officer - Lindsey Regner
- Former Police Chief and NC Police Chiefs Association Executive Director - Bill Hollingsed
- Mountain Projects Executive Director - Patsy Davis
- Haywood Pathways Center Executive Director - Mandy Haithcox
- Representing Frog Level Merchants – Jim Pierce
- Haywood County Board of Commissioners Representative
- Waynesville Police Lieutenant - Tyler Trantham
- Representative from Longs Chapel/Open Door

FACILITATOR – Sarah Thompson, Executive Director, Region A/Southwestern Commission

Alderman Jon Feichter stated that the homelessness was a very real problem in Waynesville, and he feels that this process is rushed. He said he did not see any experts in substance abuse on this panel, and more private citizens needed to be on the task force. He expressed concerns that there were no business owners from Hazelwood and Frog Level, and that there were no other municipalities represented. He said this is a county wide problem as well as a national problem.

Alderman Feichter said he felt it would be beneficial to allow individuals to apply to be on the task force as was done with the Cemetery Committee. He said would like to slow this process down to make sure everyone knew where it was going and how to get there. He feels that the most important thing is to get it right. He asked the Board to postpone taking any action to further consider the wisdom of including other people to the task force.

Mayor Caldwell said he did not wish for the task force to be too large, but there was a possibility of adding two or three more people. He said he was asking for support to start getting the task force together.

Alderman Sutton said he understood the urgency and noted that there are grants from the Dogwood Health Trust Immediate Opportunities and Needs (lon grant) of up to \$25,000.00 to go toward the development of a task force; however, there is a deadline of January 15, 2020 for applications.

Alderman Freeman agreed that there is an urgency, but she also felt that there needed to be an opportunity for individuals to submit applications and be on the task force. She said she was in support of developing the committee and would like to have the process of applications being submitted and approved by the Board.

Alderman Dickson suggested that a small group be formed to develop the grant proposal, which could be used to hire a consultant to help with this process. He said there needed to be more structure in the planning to decide if this was a County or Municipal task force, and he felt that the Board needed to concentrate on the Town of Waynesville and not so much the County.

A motion was made by Alderman Anthony Sutton, seconded by Alderman Julia Freeman develop the task force and advertise for applicants for membership. The motion passed unanimously.

A motion was made by Alderman Anthony Sutton, seconded by Alderman Chuck Dickson, to apply for the Dogwood Health Trust Immediate Opportunities and Needs Grant (ION Grant) for use by the homelessness task force. The motion passed unanimously.

Mayor Caldwell took the opportunity to recognize Philann Medford, Libba Feichter, June Ray, Phyllis Prevost, and Hunter Plemmons for their contributions to the Town of Waynesville.

Alderman Dickson asked that with the consent of the Board that the Town Staff research and report back to the Board the feasibility and mechanics of sending a newsletter to the residents of Waynesville, at least on a quarterly basis.

E. CALL ON THE AUDIENCE

The were no comments from the audience.

F. ADJOURN

With no further business, a motion was made by Alderman Anthony Sutton, seconded by Alderman Julia Freeman, to adjourn the meeting at 7:34 p.m. The motion carried unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Eddie Ward, Town Clerk

Cemetery Committee Report to the Board of Aldermen



Cemetery Committee Membership

- Elizabeth "Buzzy" Atkinson
 - James "Jim" Burke
 - Edwin Fish
 - Sandy Giles (Vice Chair)
 - Randy Mathis (Chair)
 - William "Bill" Revis
 - Scott Ybanez, Jr.
- Staff Members
 - David Foster, Public Services Director
 - Julie Grasty, Asset Services Manager
 - Jonathan Yates, Outdoor Facilities Mgr
 - Eddie Ward, Town Clerk
 - Amie Owens, Assistant Town Manager

Cemetery Committee Highlights

Held 13 Meetings beginning on May 16, 2019 through November 7, 2019

Toured both Greenhill and Dix Hill Cemeteries – learning about maintenance needs and the terrain of both

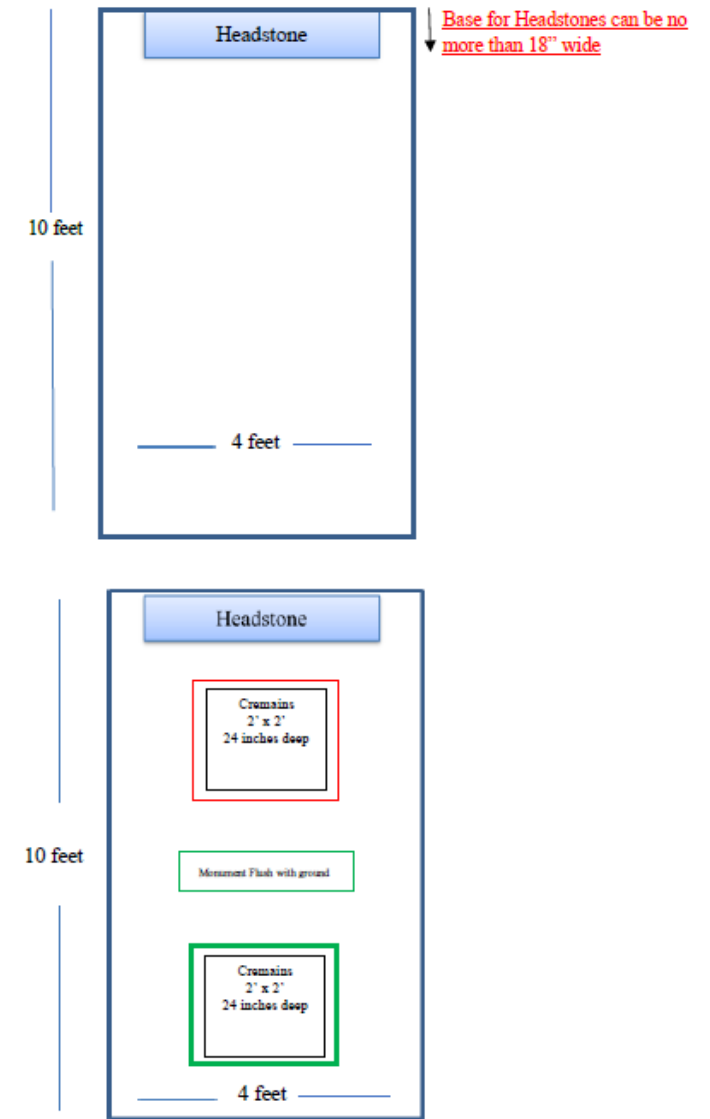
Discussed the annual budget for the Cemetery division and the use of the house on the grounds as an office.

Worked with Town Attorney related to ownership and deed questions

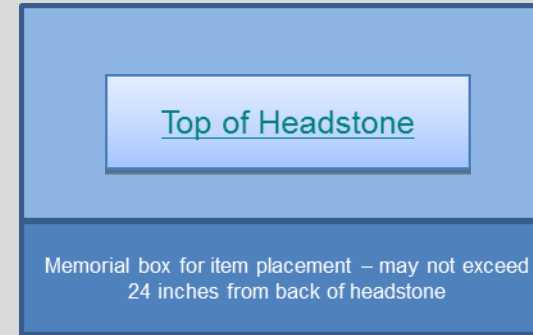
Delved into existing ordinance in an attempt to reach a compromise related to maintenance and freedoms for decorating/memorializing

Cemetery Ordinance

- Added definitions to assist with clarification of text
- Added graphic representations of various burial and cremation sites to the text to better illustrate layout and where items may be placed
- Created a process for application for a historic tour of the cemetery and eliminated any commercial tours

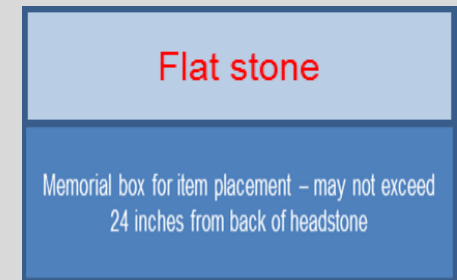


- Changed language to allow for items to be permanently affixed to headstone or kept in a memorial box in front of headstone; allowed one light per burial site



Headstones max 18"
– memorial box
could be up to 6"

Flat stones max 18" but
most are smaller leaving a
greater size memorial box



No burial space may utilize more than 24" total from the back of the marker for memorial box placement

Recommendations

- **To approve the revisions to the Cemetery Ordinance – Chapter 18**
 - Requesting the opportunity for two dates for public hearing (input) with implementation in first quarter of 2020.
- **Name the Cemetery Committee as a standing committee utilizing current membership until June 30, 2020 then appoint as follows:**

• One year	2 members
• Two years	3 members
• Three years	2 members
- If approved, turn recording and reporting duties over to Public Services Staff as they are most familiar with processes and can answer operational questions and report annually to the Board of Aldermen

- **Work with Public Services and the Historic Preservation Commission to have signs placed at two entrances to Green Hill Cemetery and one at Dix Hill Cemetery**
- **Allow the Cemetery Committee to work with Public Services Staff to assist with clean-ups and notifications prior to clean-ups**
 - Bi-annual clean ups to be held in the Spring and Fall
- **Designate a portion of the Cemetery budget for maintenance and improvements to Dix Hill Cemetery in future years**
- **Continue to look at improvements to both cemeteries such as accessibility needs like handrails on stairs**

Proposed calendar:

- **Call for Public Hearing** – January 14, 2020
- **Hold Public Hearing** – January 28, 2020 and recess and reconvene at the February 11, 2020 meeting to allow two sessions of public input
- **February/March 2020** – educational campaign regarding ordinance changes and preparation for Spring Clean-Up in April
- **April 2020** – hold Spring Clean-Up as the mowing and maintenance season begins



**Thank you to the
Committee and Staff
for the effort on this
project and for your
willingness to work
together for an
agreeable solution**

Chapter 18 CEMETERIES*

*Cross references: Streets, sidewalks and other public places, ch. 46.

State law references: Authority to regulate cemeteries, G.S. 160A-341--160A-348, An act authorizing the county of Haywood and the town of Waynesville to jointly establish, improve, and maintain a memorial cemetery for the burial of United States war veterans, S.L. 1949-140.

It is the desire of the Town of Waynesville and the Cemetery Committee to operate and maintain cemeteries that are beautiful, dignified and an appropriate final resting place for departed loved ones.

In formulating this ordinance, it has been the committee's desire to offer as much freedom of choice as possible while preserving those regulations necessary to maintain a high standard of beauty and efficiency of maintenance.

Sec. 18-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Cemetery means a burial park for earth interments and columbarium inurnments.

Columbarium means a freestanding structure containing niches for the inurnment of ~~cremated~~ remains.

Commercial means activities for which money is charged.

Cremains means cremated human remains.

Cremation Burial Space means a land area designated for the burial of cremated human remains.

Deed means the document provided to purchaser that clearly defines the space allotted for interment or inurnment that has been paid for and outlines survivorship and burial rights; may also be referred to in the future as an Easement or Right of Entry.

Interment means the disposition of human remains by burial in the earth.

Inurnment means the permanent placement of ~~cremated~~ remains which are contained in an urn in a columbarium or by burial in the earth.

Lot means the numbered divisions as shown on the recorded plat, which consists of 10 spaces.

Niche means a recessed compartment in a columbarium designed to hold urns.

Style Definition: alphabetized ordinance level: No bullets or numbering

Formatted: Footer distance from edge: 0.9"

Owner means the owner of record with the town of a specific lot or in a specific columbarium niche.

Section means the numbered divisions as shown on the recorded plat, consisting of multiple lots.

Space (also referred to as a lot) means a land area four (4) feet wide and ten (10) feet in length designated for the burial of human remains.

Tour means any group that enters the cemetery with a guide.

Town means the Town of Waynesville, North Carolina.

Urn Garden means a land area two (2) feet wide and two (2) feet in length designed for the burial of cremated human remains contained in an urn.

Sec. 18-2. Burial permitted only in cemetery; notification of superintendent

No person shall bury or cause to be buried any dead body in any place within the town except in a cemetery. The town shall have the right to disinter any such body which may have been illegally buried and have the body removed to a cemetery. Prior to any burial in town cemeteries, the cemetery superintendent shall be notified. No remains except those of human beings shall be interred in any town cemetery.

Sec. 18-3. Scheduling of interments and inurnments.

Committal services requiring staff support may be held any day except New Year's Day, Easter Sunday, Thanksgiving Day and Christmas Day. On days when inclement weather is such that a burial or placement of an urn would not be feasible, the town cemetery superintendent, in consultation with the funeral director, shall have the right to delay burials and the placement of urns. It will be the responsibility of the Town of Waynesville to supply up to date contact information for staff to the local funeral directors in order to effectively communicate related to scheduling.

Sec. 18-4. Sale of cemetery spaces and columbarium niches.

(a) The town shall sell cemetery spaces to those persons desiring lots at such price as may be determined by the board of aldermen; however, one person may not purchase more than ten (10) individual spaces or niches in a columbarium, except upon special permission from the board of aldermen. Columbarium niches and burial spaces cannot be purchased for commercial resale, and will not be sold to funeral homes, churches, or corporations.

(b) Upon purchase of a burial space, the owner will be issued a cemetery deed (easement or right of entry) that shall identify the purchaser and the specific space to which the certificate applies. Cemetery deeds should be recorded at the Haywood County Register of Deeds Office. The Town will pay for the initial filing of the deed. A cemetery space owner's rights are contractual and subject to ordinary rules of contract law. The Town has conveyed to the owner

the right of burial which has been designated as an easement. The purchaser does not own the land, but rather a right to use the land for purpose of keeping remains there.

(c) Upon purchase of a columbarium niche, the purchaser will be issued a certificate granting them the right to use the niche for the inurnment of human remains.

Sec. 18-5. Owner's name to appear on records of town.

Formatted: Font: Not Bold

No person will be recognized by the town as owner or part owner of any lot unless his name appears on the records of the town as owner or part owner thereof. Notice of any transfer of any lot, portion of lot, single space, or columbarium niche must be made in writing to the town clerk or cemetery superintendent. Transfers of lots or burial spaces must also be recorded at the Haywood County Register of Deeds Office. If a plot owner dies and a will indicates the passing of the cemetery plot(s), a copy of the will is required for transfer. If a plot owner dies intestate, the rights of the plot pass to the heirs in the same manner that personal property passes in the absence of a will and proper documentation may be requested to show proof of ownership.

Sec. 18-6. Right of town to repurchase columbarium niche.

The town may repurchase any unused columbarium niches from the owner at the original purchase price minus a \$250.00 fee for replacement of the niche door and administrative fee, upon written request of said owner.

Sec. 18-7. Restrictions on rights of owners.

Owners of lots or single spaces and purchasers of columbarium niches in any cemetery owned by the town are subject to the rules and regulations of the town now or hereafter adopted. The town reserves the right to amend at any time ~~and without notice~~ its rules and regulations, following a period for public comment.

Sec. 18-8. Identification of remains.

All caskets and all cremation urns shall contain some means of identifying the remains of the deceased contained within the casket or urn. This identification shall be either within or on the casket or urn following state law and in conformance with generally accepted practices of the funeral home industry and per North Carolina General Statutes.

Sec. 18-9. Veterans Memorial Section Regulations.

Upon recommendation from the Veterans of Foreign Wars of the United States, the cemetery superintendent may authorize the burial of a veteran in the Veterans Memorial Section of Green Hill cemetery in accordance with Board approved regulations. The Veterans Memorial Section is ~~reserved~~ for the interment of veterans discharged from active military service under conditions other than dishonorable, and does not include space for spouses, children, or other family members. Spaces for traditional burial and inurnment are assigned in sequential order by the cemetery superintendent. A full copy of the approved regulations are available in the Public Services Department.

Formatted: Left

Sec. 18-10. County Section.

Only those individuals for whom the Haywood County Health and Human Services Agency serves as a Guardian or for whom funeral pre-arrangements have been made through the Health and Human Services Agency on their behalf, or who qualify under the North Carolina General Statutes 130A-415 through 420 for unclaimed bodies, may be interred or ~~inured~~inurned in the County Section of Green Hill Cemetery. —Only markers flush with the ground are allowed in the County Section of Green Hill ~~cemetery~~Cemetery.

Sec. 18-11. Space and niche specifications.

~~(a)~~(4) Caskets or urns in burial spaces

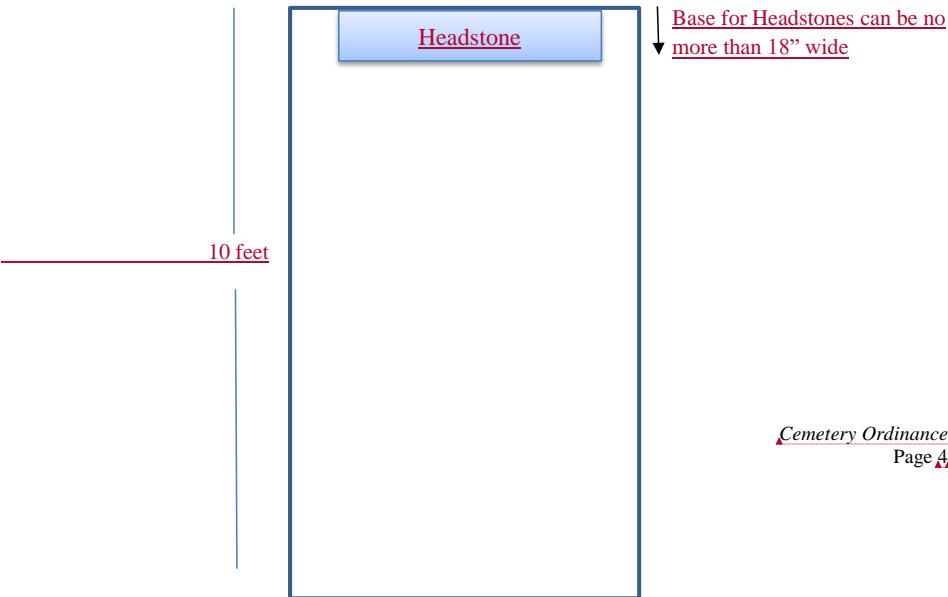
(1) All graves for the burial of a casket shall be in accordance with all applicable North Carolina General Statutes contained in Chapter 65 – Cemeteries, and all laws, regulations and requirements therein.

(2) Headstones must be at the head of the burial space; which is the area that is in line with other headstones and is aesthetically consistent with the rest of the section where the burial space is located and facing a specific geographic direction.

~~(2)(3)~~ (4) Concrete ~~liners~~ or steel vaults are required for the burial of all caskets.

~~(3)(4)~~ (4) Not more than one body shall be interred in one space except in the case of a mother and newborn baby, unless such space was purchased with the written agreement that more than one body or the remains of more than one body may be interred, and provided proper identification is made of such interment by the marker.

a. Specifications for burial spaces are 4' x 10' and are outlined as noted:



Formatted: Font color: Auto

Formatted: Font: Not Italic, Font color: Auto

Formatted: alpabetized ordinance level, Left, No bullets or numbering, Tab stops: Not at 0.25"

Formatted: Bullets and Numbering

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Underline, Font color: Dark Red

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: List Paragraph, Left, Indent: Left: 0", Tab stops: Not at 0.25"

Formatted: Font: 10 pt

Formatted: Right

Formatted: Font: 10 pt

Formatted: Font: 10 pt

_____ 4 feet _____

(4)

Not more than two urns may be buried in one traditional burial space, and urns may not contain more than two ~~cremated remains~~. ~~Cremated remains~~ sets of cremains. Cremains may be inurned on top of existing graves provided that the space dug for burial is a minimum of 24 inches in depth.

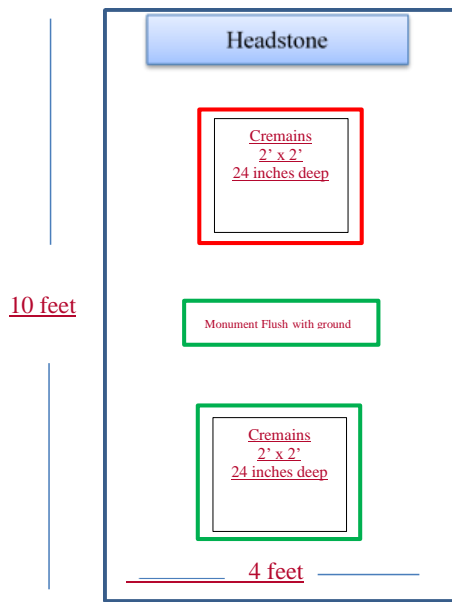
Formatted: Font color: Auto

Formatted: Left, Space After: 10 pt, Line spacing: Multiple 1.15 li, No bullets or numbering, Tab stops: 2.8", Left + Not at 0.25"

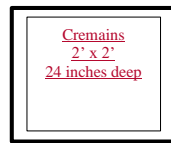
Formatted: Font color: Auto

b. Specifications for full depth burial and cremains:

- i. If one set of cremains, will be placed at top of the space (diagram in red)
- ii. If two sets of cremains with monument: the monument must be flush with the ground with no vase or attachments and second set of cremains at the bottom of the space (diagram in green). Any vase or attachment may be mounted on the base of the headstone.



~~(b)~~ *Cremation burial space; or urn garden.* Means a land area designated for the burial of cremated human remains (cremains) and is 2' x 2' in size and is a minimum of 24 inches in depth.



~~(c)~~ *Columbarium inurnment.* Up to two ~~cremated remains~~ sets of cremains are permitted in a single columbarium niche. Owners must give notice of the number of ~~cremated remains~~ cremains to be placed in a niche at time of purchase. Additional costs will be incurred by the owner if the number of ~~cremated remains~~ cremains to be placed changes after the door engraving has been completed.

~~(d)~~ *Urn specifications for both in-ground and columbarium inurnment*

(1) No cremation urn shall contain the ~~cremated remains~~ cremains of more than two individuals. Funeral directors shall assist family members in selecting an urn that is appropriately sized to fit within the 2' x 2' burial space.

(2) The addition of ~~cremated remains~~ cremains to an urn shall be done by the funeral director, not by town personnel. If any memorabilia are to be placed with the ~~cremated remains~~ cremains, it shall be done before the container is sealed by the undertaker. Town employees are not permitted to open any urn under any circumstances.

(3) ~~Cremated remains~~ Cremains to be placed in a columbarium niche are recommended to be enclosed in a rigid, permanent, rustproof, waterproof, sealed container. ~~Cardboard; in addition, cardboard~~ or plastic urns are only permitted for in-ground inurnment. The Town will not sell urns for ~~cremated remains~~ cremains.

Sec. 18-12. Opening and closing of spaces and columbarium niches.

(a) Interments or inurnments will only be made after the cemetery superintendent has received the authorization of the owner of the space or columbarium niche, and the opening and closing fees due to the Town have been paid in full.

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Bullets and Numbering

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Bullets and Numbering

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Bullets and Numbering

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font: 8 pt

Formatted: Heading 1, Left, Indent: Left: 0"

Formatted: Font: 10 pt

Formatted: Right

Formatted: Font: 10 pt

Formatted: Font: 10 pt

(b) For traditional burials in spaces, the funeral homes will be responsible for the openings and closings of spaces, and to see that the vault is properly set and sealed.

(c) For burials in columbarium units or for the in-ground placement of cremation urns, the Town will be responsible for the openings and closings. In opening and closing spaces for the burial of cremation urns or in opening columbarium niches for the placement of urns, care shall be taken to avoid damages to monuments, stones, markers and other structures on other lots in the cemetery. Should damages occur, the Town shall be responsible to see that corrections are made, either through repair or replacement.

Sec. 18-13. Funeral home opening/closing responsibilities.

All funeral directors and their work crews employed in opening and filling spaces shall be subject to rules and regulations covered in this chapter. It is the responsibility of the funeral director to obtain permission for burial from the cemetery superintendent. Any person failing to conform with such rules and regulations will not afterwards be permitted to work in the cemetery. Extreme or continuous violation of rules and regulations may be cause to bar that funeral home from further burials in the town cemetery.

(a) If other spaces sink due to the weight of the equipment used to open and close a space, or there are damages to drives, trees, sod, monuments, stones, markers and other structures in the cemetery, the funeral home shall be responsible to see that corrections are made, either through repair or replacement.

(b) When work performed pursuant to this chapter is completed, the lots/spaces and surroundings must be left in a clean and acceptable condition. All materials, tools, ground covers, lowering devices, dirt, litter, trash, etc., must be immediately removed by the party in charge of the work.

(c) Ropes or other guides are not to be tied to any tree or other object. No post or anchors will be sunk into any occupied space.

(d) No material, tools, ground covers, lowering devices, etc., shall be left in the cemetery. Such items must be removed immediately after funeral service is completed.

Sec. 18-14. Liability insurance.

Any firm that performs a service of any type in any town owned cemetery such as installing vaults, installing monuments, mausoleums, or grave markers, setting up or taking down tents; directing funerals, or other work and services shall furnish the cemetery supervisor a current certificate of insurance for the following types of insurance coverage:

(a) Workers compensation as required by law;

(b) Comprehensive automobile liability insurance coverage with a combined single limit of not less than five hundred thousand dollars (\$500,000.00) per accident for bodily injury and property damage;

(c) Standard comprehensive general liability insurance providing coverage for operations, products and completed operations coverage with a combined single limit of not less than one million dollars (\$1,000,000.00) at any town owned cemetery.

Firms may name the Town of Waynesville as an additional insured on their existing policies.

Sec. 18-15. Markers.

No person shall place any marker without first gaining approval of the cemetery supervisor.

(a) *Burial markers.* For traditional spaces, only one upright family marker shall be permitted for each respective space, and all other markers that may be placed on the space shall be flush with the surface of the ground. Family markers must be placed at either the head or foot of the space.

1. Spaces located in the County Section, on the south side of Golden Drive and in Sections 9, 10, and 11 of the Shook B, and Shook Sections C, D, E and subsequent other surveys shall only feature markers flush with the surface of the ground; no upright family markers are permitted in these sections.

2. For ~~eremated remains~~cremains in any location other than a columbarium unit, markers shall be flush with the surface of the ground. All flat grave markers shall be placed in such a manner in a row of graves that they shall be in complete alignment.

(b) *Columbarium markers.* The exterior of every columbarium niche is covered by a door made of a thin granite material, provided by the town. Information on the granite doors will be limited to the full name of the deceased whose remains are within the niche, and the year of birth and the year of death. The information for every niche will be cut in the same font style and appropriate font size. The Town will make arrangements for this work to be done at the time of purchase. Following the death of an individual and the placement of the urn in the niche, the Town will be responsible for seeing that any missing information is engraved onto the door. If an owner sells an unused niche, or there is an addition or removal of a name from the door of a niche, the current owner shall be responsible for payment for a replacement door.

Sec. 18-16. Repair of monuments.

If any monument or marker becomes unsafe or in need of repair or resetting, the town, after attempting to give notice to the owner of record of such condition and upon the failure of the

Formatted: Font: Not Italic

Formatted: Font: 10 pt

Formatted: Right

Formatted: Font: 10 pt

Formatted: Font: 10 pt

owner to correct the condition within ninety (90) days after receiving the notice, reserves the right to correct or remove the same at the expense of the owner.

Sec. 18-17. Improvements and other work.

(a) All works and improvements shall be done under the control of the Public Services Department. All permanent planting and removal of trees or shrubs within the cemetery grounds shall be the sole right and duty of the town.

(b) Any person entering the cemetery for the purpose of working in any space belonging to another shall first present to the Public Services Department a written order from the owner or his agent. Work on any lot must not interfere in any manner with the walk, decorations or general arrangement of the cemetery.

(c) Neither the respective owners of cemetery lots or spaces nor any other person shall
(+) change the contour of any cemetery lot or plot, construct any curb on or around the lots or spaces, or plant or transplant any tree or shrubbery of any kind of the lots or spaces.

(Code 1987, § 93.05)

Sec. 18-18. Permission required for excavations.

No person shall excavate any earth or stone in the cemetery or remove earth or stones except by the consent and under the direction of the Public Services Department. No person shall exhume any remains without first notifying the cemetery superintendent. In no case shall any remains be disinterred without following the requirements of the State of North Carolina for exhumations.

Sec. 18-19. Removal of trees, plants, shrubs.

When any tree, plant or shrub standing in the cemetery shall injure any monument or decoration in any adjoining lot or the lot on which it stands by the drip of its leaves or otherwise, complaint may be made to the Public Services Department. If the Public Services Department shall decide that the tree, plant or shrub should be removed for any cause, it shall be his duty to attempt to have notice served upon the owner to remove the tree, plant or shrub without injury to any tombstone or other trees; and if the owner shall fail or refuse to remove the tree, plant or shrub within thirty (30) days from such notice, the Public Services Department shall have the right to remove the tree, plant or shrub.

(Code 1987, § 93.07)

Cross references: Vegetation, ch. 62.

Sec. 18-20. Placing articles on lots generally.

(+) It shall be unlawful for any person to place anything on any lot, space, or columbarium unit with the exception of a marker placed in accordance with the rules and regulations of this chapter.

Formatted: No bullets or numbering

Formatted: Font color: Auto

Formatted: No bullets or numbering

cut flowers or artificial flowers, and approved flags on spaces of soldiers, sailors or marines. When the items interfere with routine cemetery maintenance they shall be immediately removed without notice by town employees. Articles that are permitted or not permitted are noted below based on the area where interred or inurned.

1. In ground burial spaces

(a) Cut flowers or artificial flowers in permanently affixed containers and approved flags on spaces of soldiers, sailors or marines are permitted.

(b) Items placed on the headstone are permitted, as long as they are permanently affixed and do not interfere with routine cemetery maintenance.

i. Any trinkets, toys, shells, sand, artificial material or anything not permanently affixed to the headstone which may prevent proper mowing and/or interfere with routine cemetery maintenance or cause a safety hazard (such as becoming a projectile) to town employees or visitors may be allowed if they are contained within an approved memorial box.

ii. The area of a memorial box may not exceed the width of the headstone and may not exceed 24” from the back of the headstone base in order to allow for a proper maintenance area in each row. The memorial box must be made of formed stone or concrete and must be at least 1” above the ground in front of the headstone and should abut the headstone to prevent staff from having to perform additional maintenance. See graphic below.

*Burial sites as indicated in Sec 18.11.4(b) will only be allowed a memorial box at the headstone, not at any marker mid-burial site.

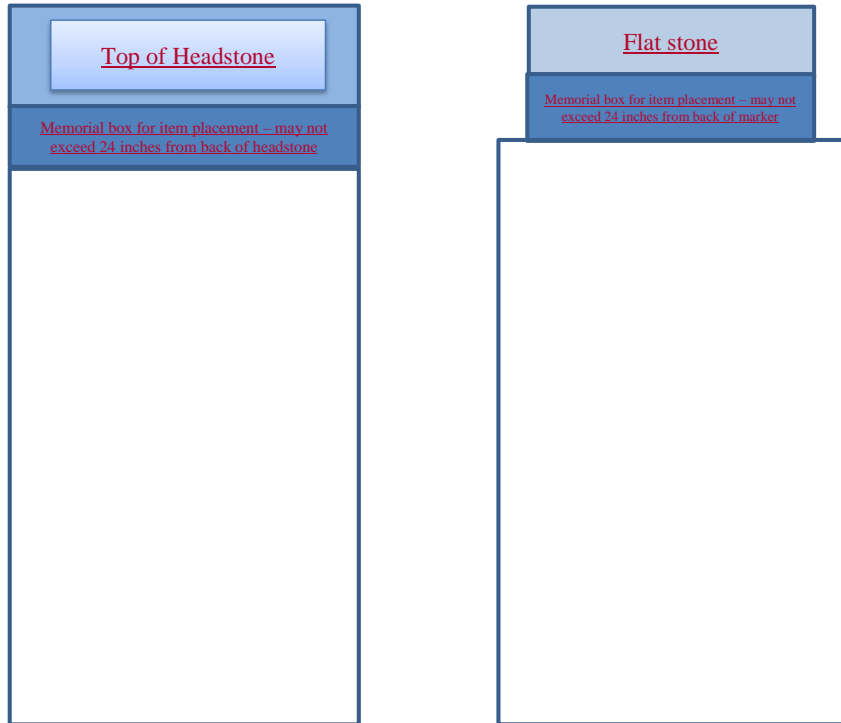
Formatted: Font: 10 pt

Formatted: Right

Formatted: Font: 10 pt

Formatted: Font: 10 pt

View is looking down on an in ground burial space



- iii. Individuals wishing to utilize a memorial box must first allow staff to approve the materials utilized for the memorial box prior to placement.

Items that are not permanently affixed or in a memorial box shall be tagged for removal and will be removed after fourteen (14) days. Those items will be stored as noted in section 5 below.

**Spaces located in the County Section, on the south side of Golden Drive and in Sections 9, 10, and 11 of the Shook B, and Shook Sections C, D, E and subsequent other surveys shall only feature markers flush with the surface of the ground; no upright family markers are permitted in these sections.

(c) Glass jars, tin cans or glass vases are not permitted on any burial space.

(d) One (1) solar powered or other artificial light source is allowed per burial space and should be centered and placed as close to or affixed to the marker. No light source shall exceed the dimensions of 8" x 10". This applies to lights that are included in flower arrangements.

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

(e) Benches and settees are not permitted on any burial space. *Those benches already in place prior to January 1, 2017 are considered grandfathered as part of this ordinance and will not be removed.

Formatted: Font color: Auto

Formatted: Left, Indent: Left: 0", Tab stops: Not at 0.25"

Formatted: Normal, Indent: Left: 0.5", No bullets or numbering, Tab stops: 0.25", Left

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Underline, Font color: Dark Red

Formatted: List Paragraph, Left, Indent: Left: 0.75", Tab stops: Not at 0.25"

(f) No border, fence, railing, trellis, shepherds crook or yard flag stand/holders, bird houses, coping, hedge, shrubs, trees or any other bounding or enclosing object or material shall be constructed, staked or planted in or around any burial space.

2. Columbarium spaces

(a) No floral arrangement or any type decoration or other sort of ornamentation or picture may be attached to a columbarium unit. All floral ground pieces, wreaths, or funeral sprays may only be placed at the end of the columbarium unit or in another area designated for this purpose by the cemetery superintendent. No more than one piece per niche or urn space is permitted.

Formatted: Font color: Auto

Formatted: Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.69" + Indent at: 0.94"

Formatted: Font color: Auto

(b) No trinkets, toys, shells, glass vases, jars, tin cans, sand, Solar powered or artificial material or anything which, in the opinion lights are not allowed on columbarium units.

Formatted: Font color: Auto

3. Urn Garden spaces

(a) No floral arrangement or any type decoration or other sort of ornamentation or picture are allowed in urn garden spaces. All floral ground pieces, wreaths, or funeral sprays may only be placed in an area designated for this purpose by the cemetery superintendent, will. No more than one piece per urn garden space is permitted.

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: List Paragraph, Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.19" + Indent at: 0.44"

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Left, Tab stops: Not at 0.25"

(b) Solar powered or artificial lights are not allowed in the urn garden.

(c) 4. When any items interfere with routine cemetery maintenance, will be allowed on any lot, single space, or on or around any columbarium unit. All such articles will be they shall be tagged for removal and will be immediately removed after fourteen (14) days without further notice and they to prevent hazards to town shall not be responsible for their loss or destruction. Items placed on the headstone are acceptable, as long as they do not interfere with routine cemetery maintenance employees and visitors. Those items will be stored as noted in section 5 below.

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Font color: Auto

Formatted: Left, Indent: Left: 0", Tab stops: Not at 0.25"

Formatted: Font: 10 pt

Formatted: Right

Formatted: Font: 10 pt

Formatted: Font: 10 pt

(d)(a) Solar powered or other artificial light sources are not allowed or permitted on any space.

~~(e)(a) Benches and settees are not permitted on any space. *Those benches already in place prior to January 1, 2017 are considered grandfathered as part of this ordinance and will not be removed.~~

~~5. Items that are removed from lots or columbarium will be stored onsite for sixty (60) days. Following the end of the sixty (60) days, items will be disposed of if not retrieved.~~

~~(f) No border, fence, railing, trellis, coping, hedge, shrubs, trees or any other bounding or enclosing object or material shall be constructed or planted in or around any lot or space.~~

~~(g)~~
6. The Town, at its discretion, will conduct ~~an~~ bi-annual clean ~~up-ups~~ of the Green Hill cemetery and will advertise such clean ~~up-ups~~ in the local newspaper, on its website and post signage in the cemetery ~~at least one month prior to the date of each clean-up.~~

~~1. (h) Items that are removed from lots or columbarium will be stored for sixty (60) days. Following the end of the sixty (60) days, items will be disposed of if not retrieved.~~

Formatted: List Paragraph, Left, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Font color: Auto

Formatted: Underline, Font color: Dark Red

Formatted: List Paragraph, Left, Indent: Left: 0.75", Tab stops: Not at 0.25"

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.19" + Indent at: 0.44"

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.19" + Indent at: 0.44"

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.19" + Indent at: 0.44"

Formatted: Font color: Auto

Sec. 18-21. Prohibited acts.

(a) No person shall disturb the quiet and good order of the cemetery by a noise of any kind or by other improper conduct.

(b) No person shall destroy, mutilate, deface, injure or remove in any way from where it is placed any tomb, monument, gravestone or other structure placed in the town cemetery or any plank or fence or part of a fence, railing or other structure within the cemetery or from the fence surrounding the cemetery, which is placed for the protection or ornament of the cemetery or any tomb, monument, gravestone or space. Any person who shall destroy, cut down, break, remove or injure any space, tree, shrub, plant or flower that may have been planted or that may be growing in the cemetery or commit any other trespass in the cemetery shall be guilty of a misdemeanor.

(c) It shall be unlawful for any person to use the cemetery as a playground.

(d) It shall be unlawful for any person to sell or offer for sale any article of merchandise, any fruit, drink or beverage, or anything of value within the limits of any town cemetery.

~~(e)~~ ~~It shall be unlawful for any person to bring a dog or other animal into the~~ cemetery except for service animals. Per the Haywood County Animal Services Ordinance definition, a service animal is any guide dog, signal dog, or other animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

(f) The scattering of ~~cremated remains~~remains anywhere within the bounds of any town cemetery is expressly prohibited.

(Code 1987, § 93.08)

Sec. 18-22. Hunting in cemetery restricted.

No person shall hunt, kill or trap any bird or animal in the cemetery.

(Code 1987, § 93.09)

Cross references: Animals, ch. 6.

Sec. 18-23. Speed limit in cemetery.

No person shall drive or ride any vehicle in the cemetery in the town at a speed greater than 10 miles per hour.

(Code 1987, § 93.10)

Cross references: Traffic and vehicles, ch. 54.

(Code 1987, § 93.04)

Sec. 18-24. Use of cemetery as thoroughfare prohibited.

No person shall use the cemetery as a common thoroughfare or public walk or as a bicycle path; and all traveling through or across the cemetery, except in connection with cemetery purposes or for the purposes of visiting a burial lot, is forbidden.

(Code 1987, § 93.11)

Sec. 18-25. Perpetual care.

The town shall provide perpetual care in and for all cemeteries owned and maintained by the town. The term “perpetual care” shall be deemed to include the maintenance and care of all grounds, roadways, entrances, gates, fences, and columbarium constructed by the town, but shall not include the maintenance, care, refurbishing, repair or replacement of any monument, vault, headstone, marker or any other structure of a like nature used in the interment or inurnment of human remains.

Sec. 18-26. Group Activities/Tours

(a) The town allows activities such as history tours, and other events designed to promote the appreciation of our culture or history. No commercial tours are allowed. As a general rule, no individual or group activity which is considered disrespectful of the dead will be permitted within the boundaries of the cemetery.

(b) Permission for any group activity to take place in the cemetery must be obtained at least thirty (30) days in advance of an event.

(c) No event or activity which depicts horror, monsters, spirits or ghosts, or other Halloween-type subjects will be allowed. No after dark tours will be permitted.

Formatted: Font: Not Italic

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: January 14, 2020

SUBJECT: Presentation of the FY 2019 Financial Statements

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B5
Department: Finance
Contact: Ben Turnmire, Finance Director
Presenter: Ben Turnmire, Finance Director
Nancy Lux, RBK
Bruce Kingshill, RBK

BRIEF SUMMARY:

Auditors from Ray, Bumgarner, Kingshill, & Associates P.A. will present the results from the FY 2019 audit.

MOTIONS FOR CONSIDERATION:

None

FUNDING SOURCE/IMPACT: None

ATTACHMENTS:

- **Audit Presentation and supplemental information**

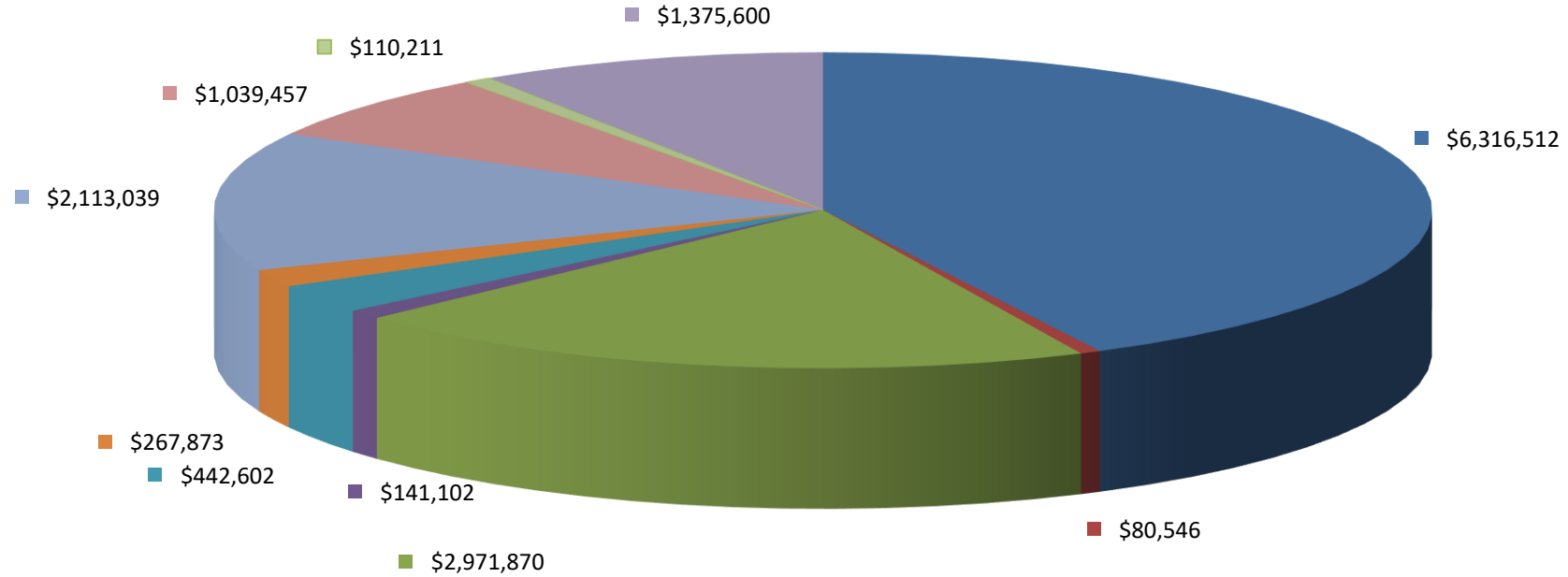
MANAGER'S COMMENTS AND RECOMMENDATIONS:

FY 2019 Audit Presentation

Ray, Bumgarner, Kingshill, & Associates, P.A.

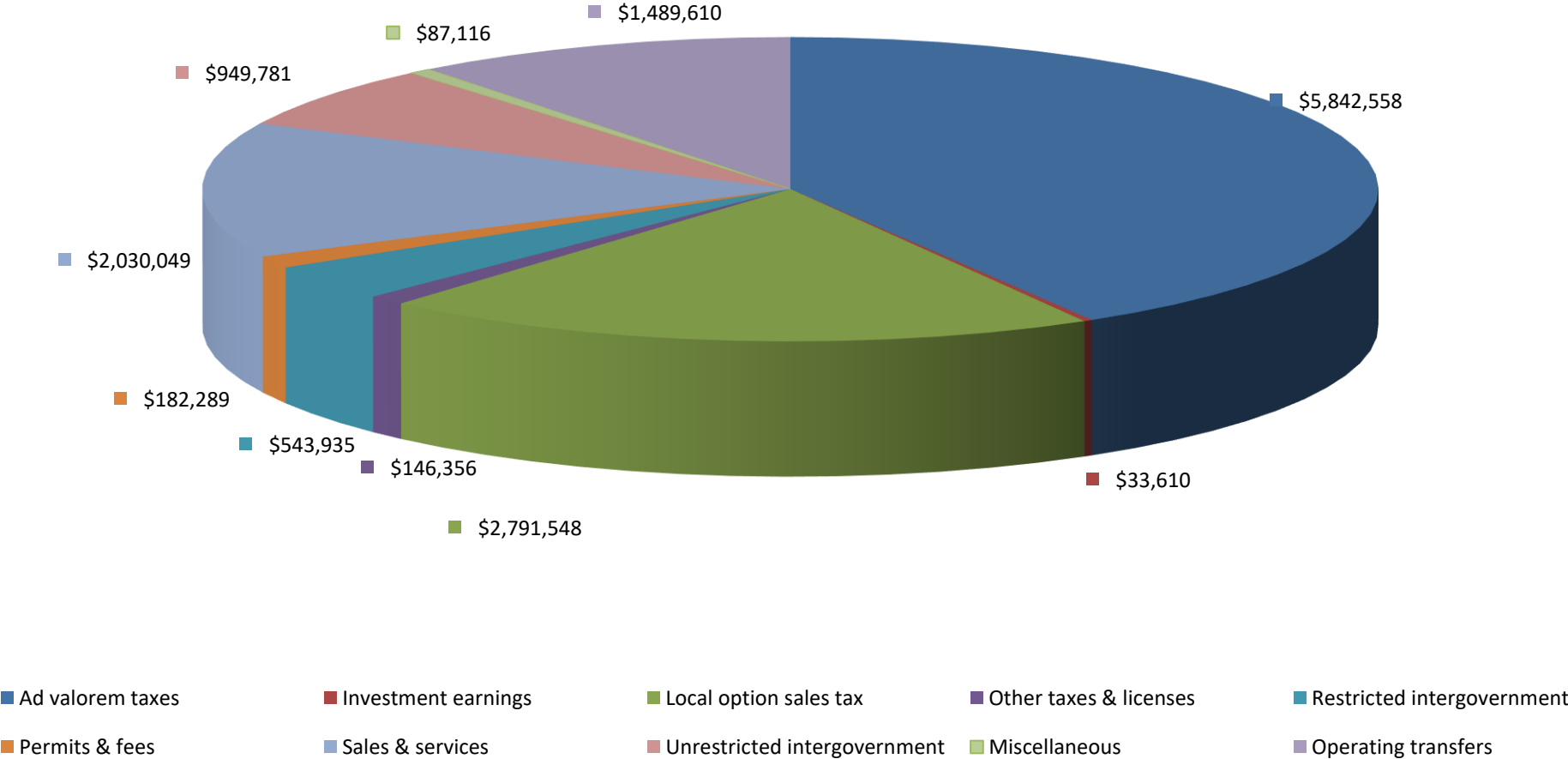
Bruce Kingshill and Nancy Lux

GENERAL FUND REVENUES - CURRENT YEAR

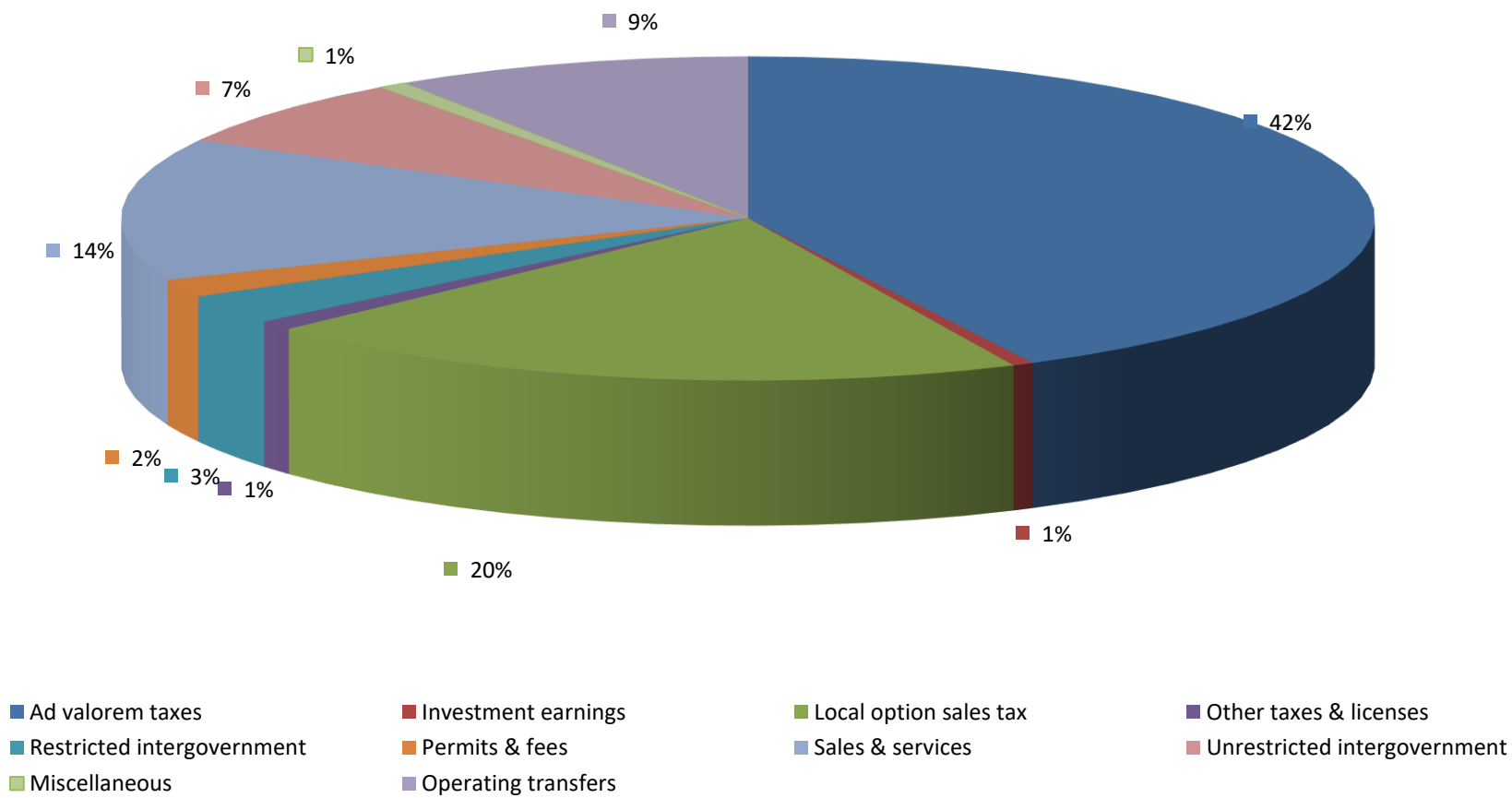


- | | | | |
|------------------------------|-----------------------|--------------------------|--------------------------------|
| ■ Ad valorem taxes | ■ Investment earnings | ■ Local option sales tax | ■ Other taxes & licenses |
| ■ Restricted intergovernment | ■ Permits & fees | ■ Sales & services | ■ Unrestricted intergovernment |
| ■ Miscellaneous | ■ Operating transfers | | |

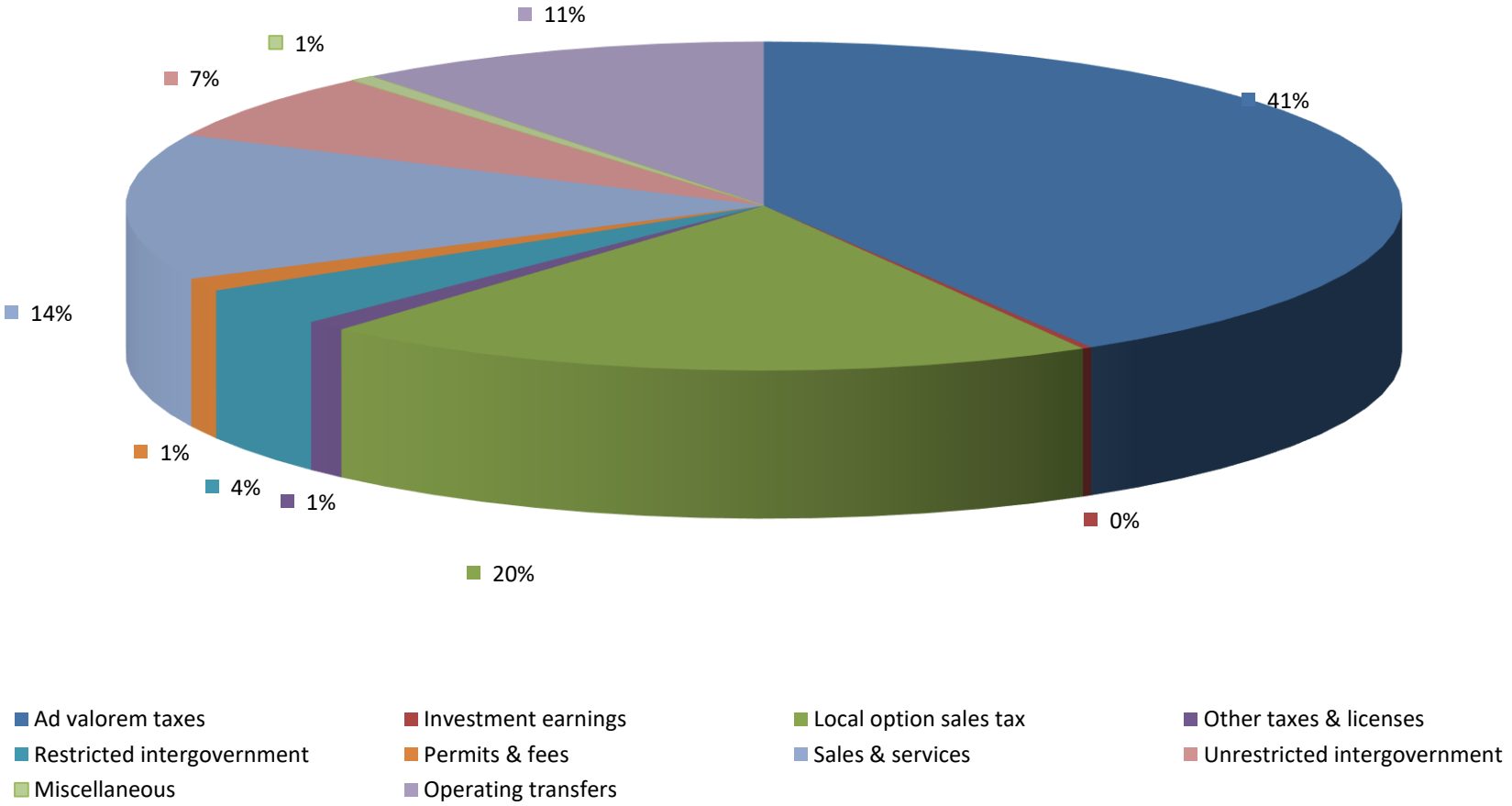
GENERAL FUND REVENUES - PRIOR YEAR



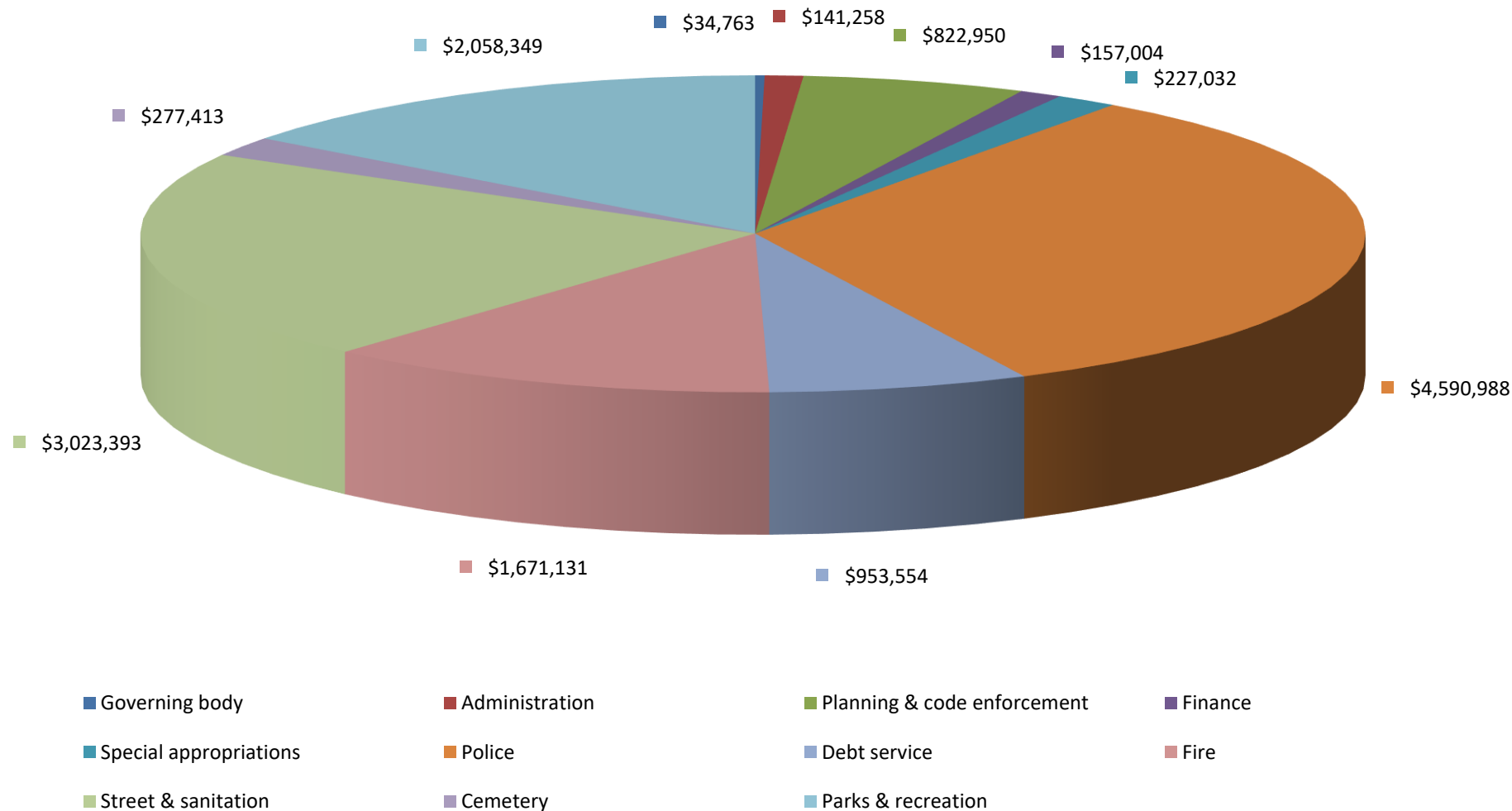
GENERAL FUND REVENUES - CURRENT YEAR



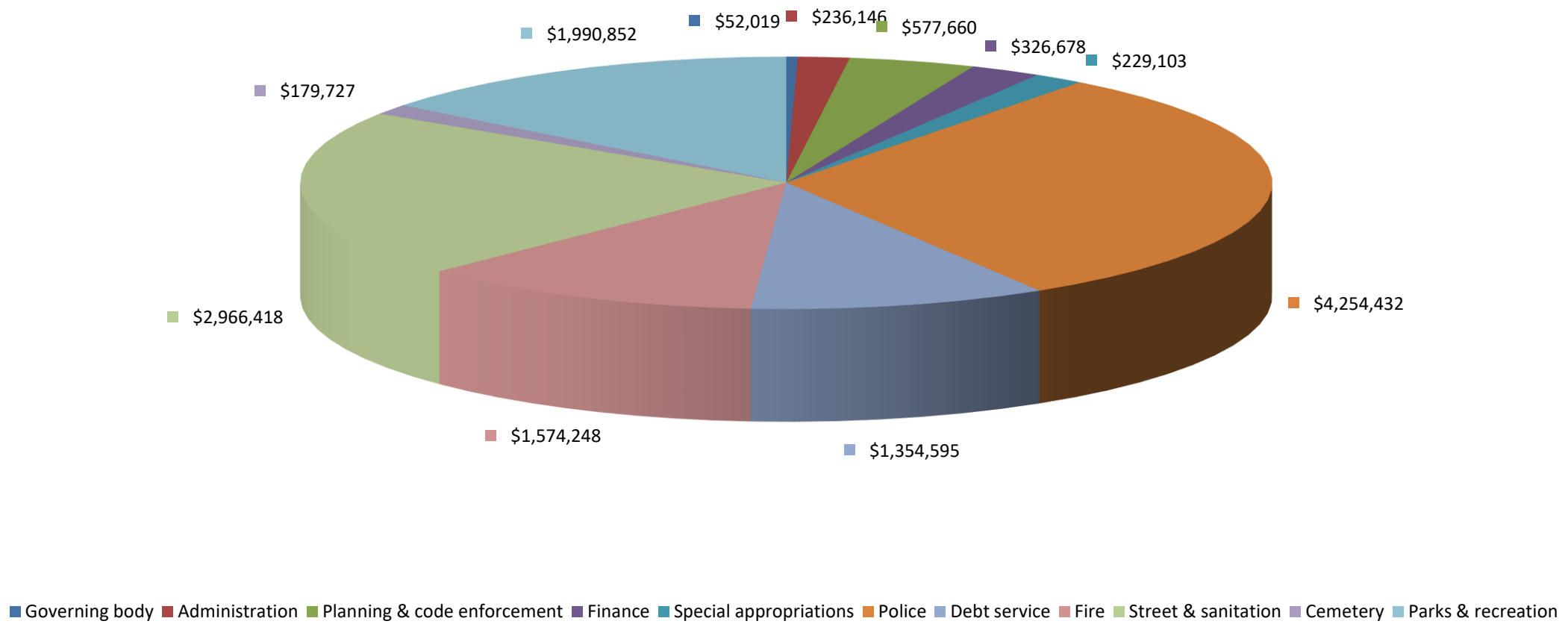
GENERAL FUND REVENUES - PRIOR YEAR



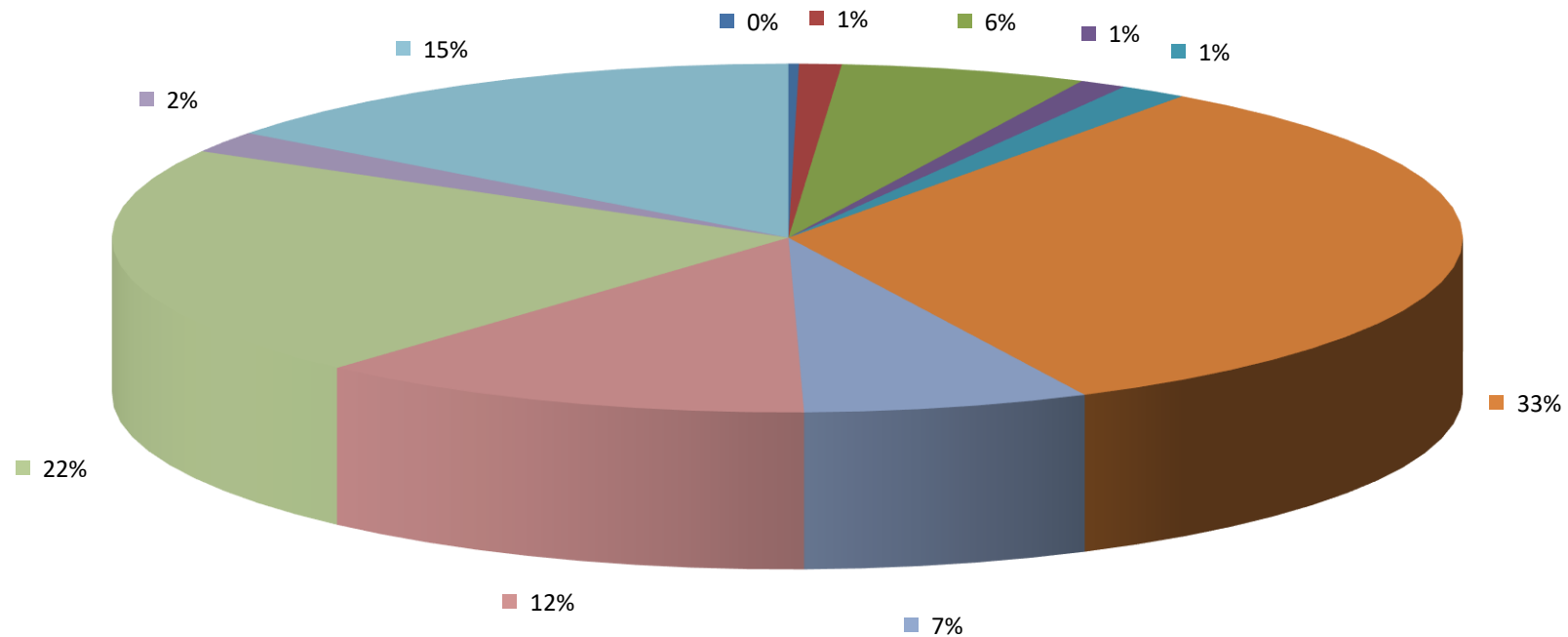
GENERAL FUND EXPENDITURES - CURRENT YEAR



GENERAL FUND EXPENDITURES - PRIOR YEAR



GENERAL FUND EXPENDITURES - CURRENT YEAR



Governing body

Administration

Planning & code enforcement

Finance

Special appropriations

Police

Debt service

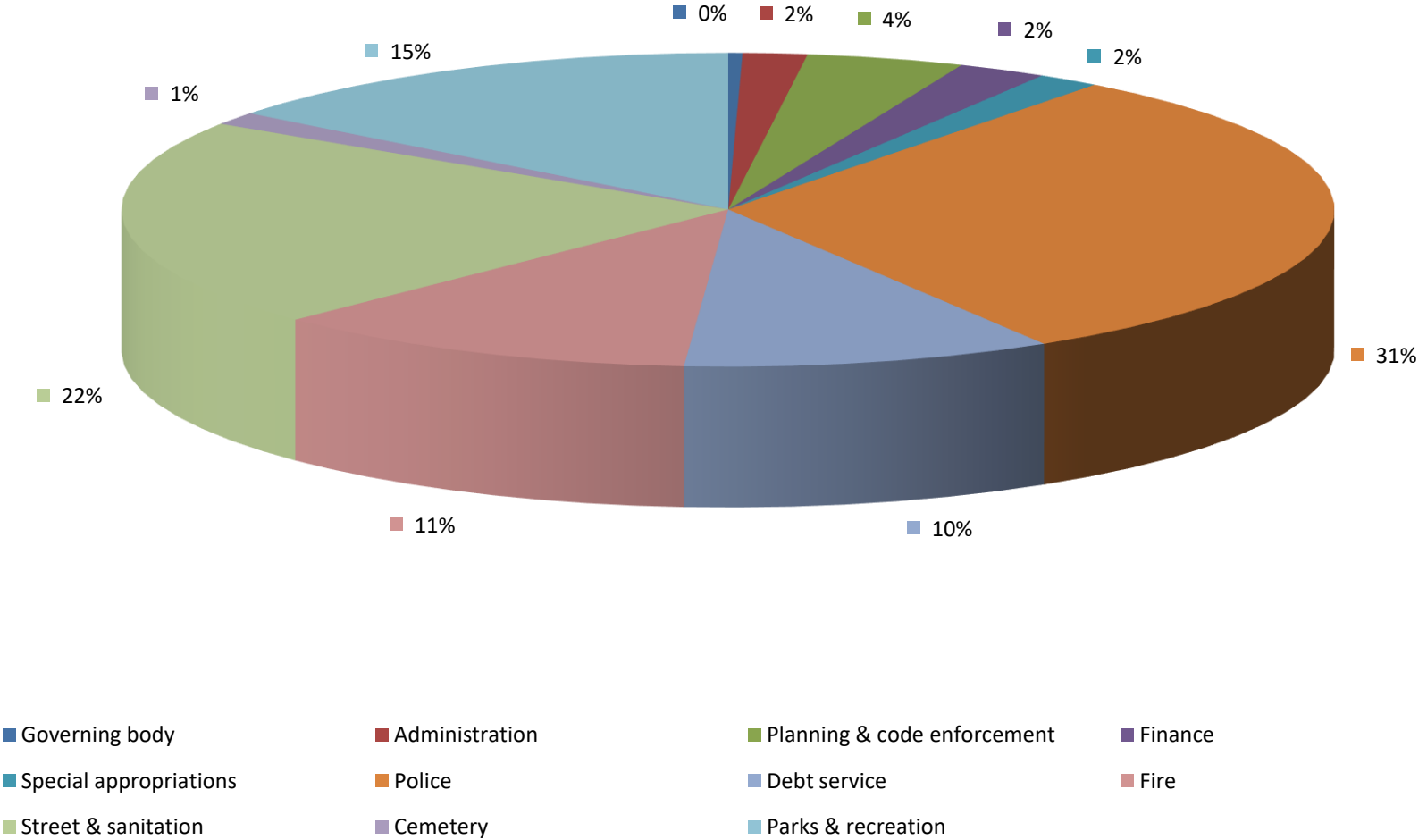
Fire

Street & sanitation

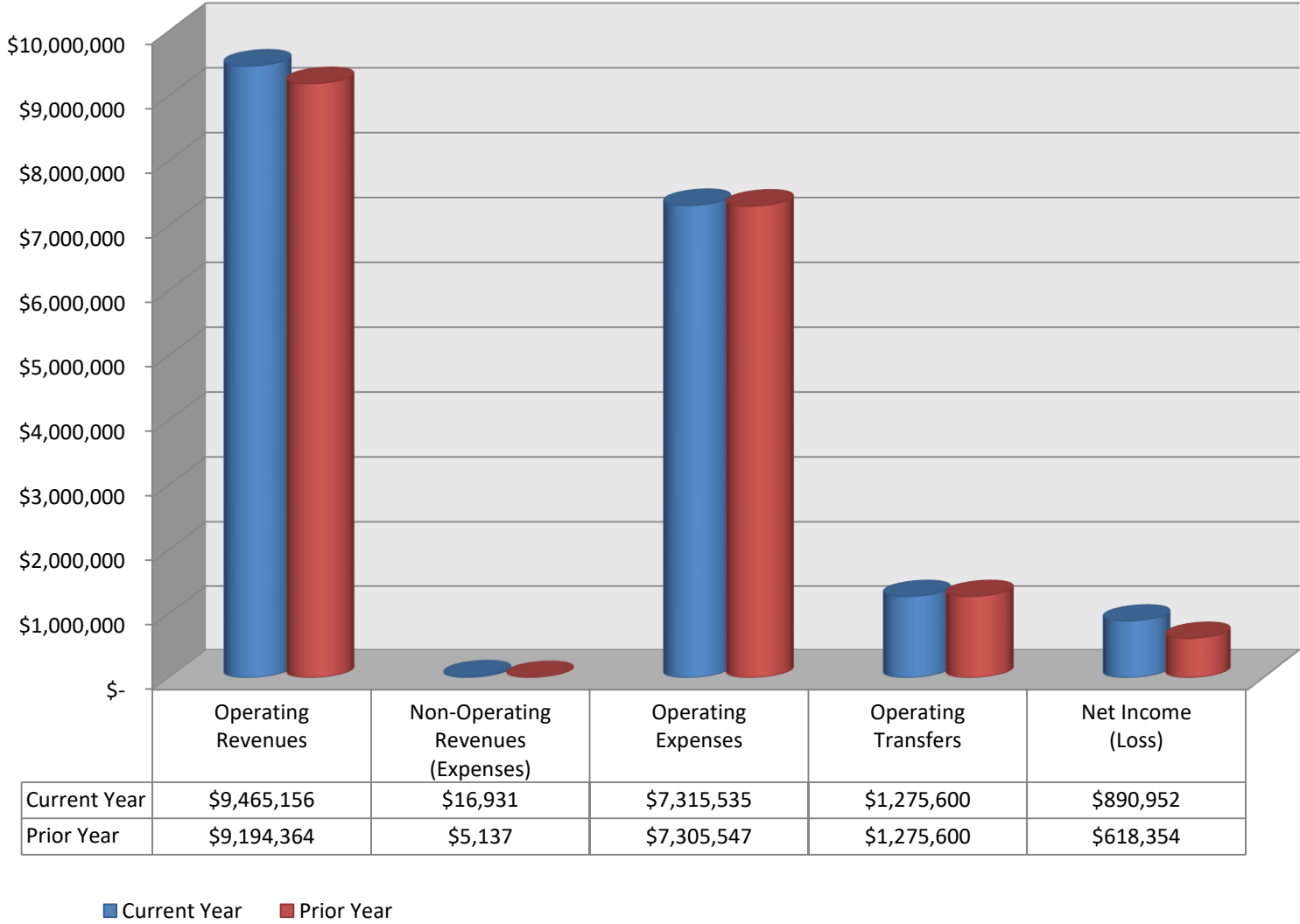
Cemetery

Parks & recreation

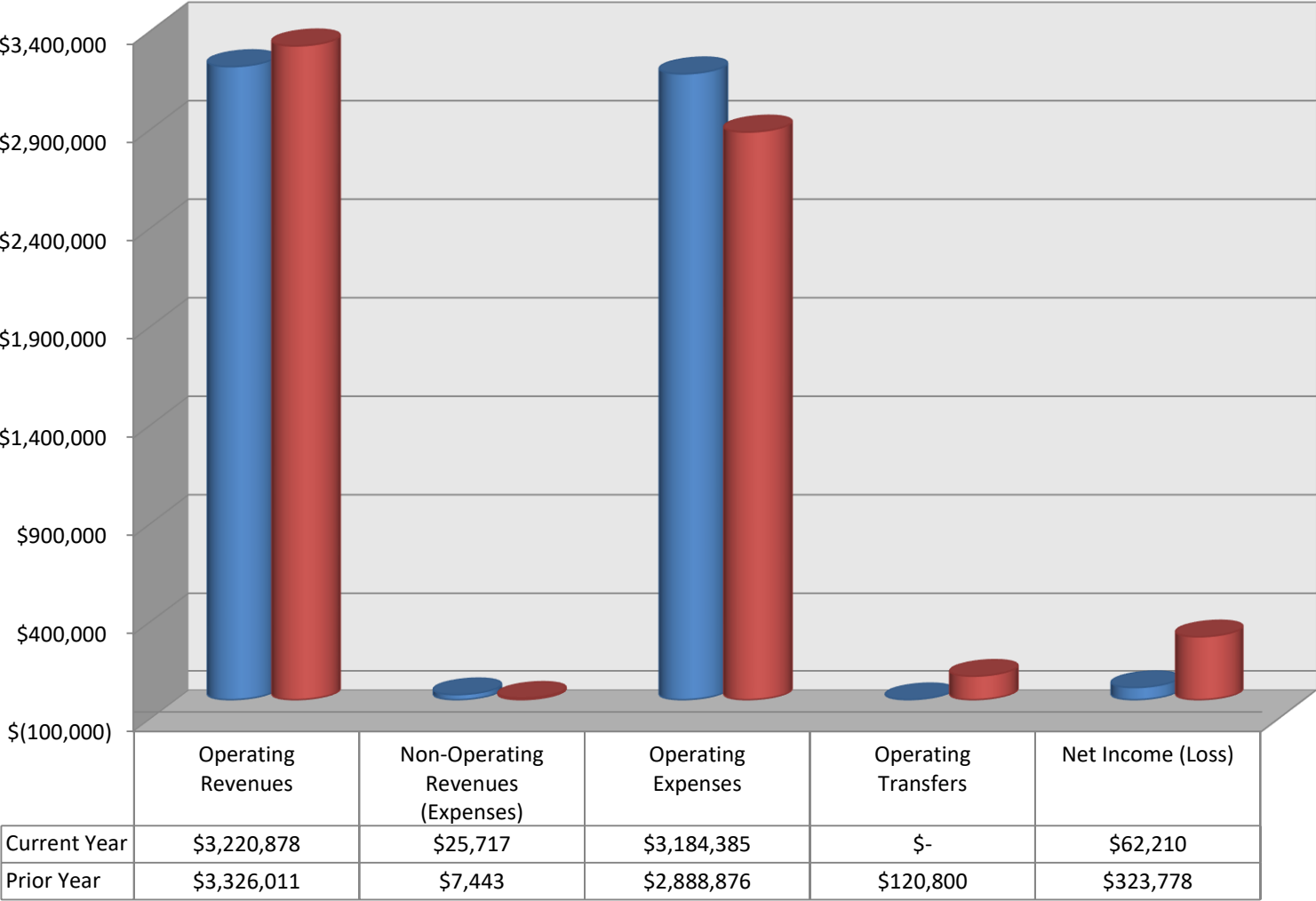
GENERAL FUND EXPENDITURES - PRIOR YEAR



ELECTRIC FUND

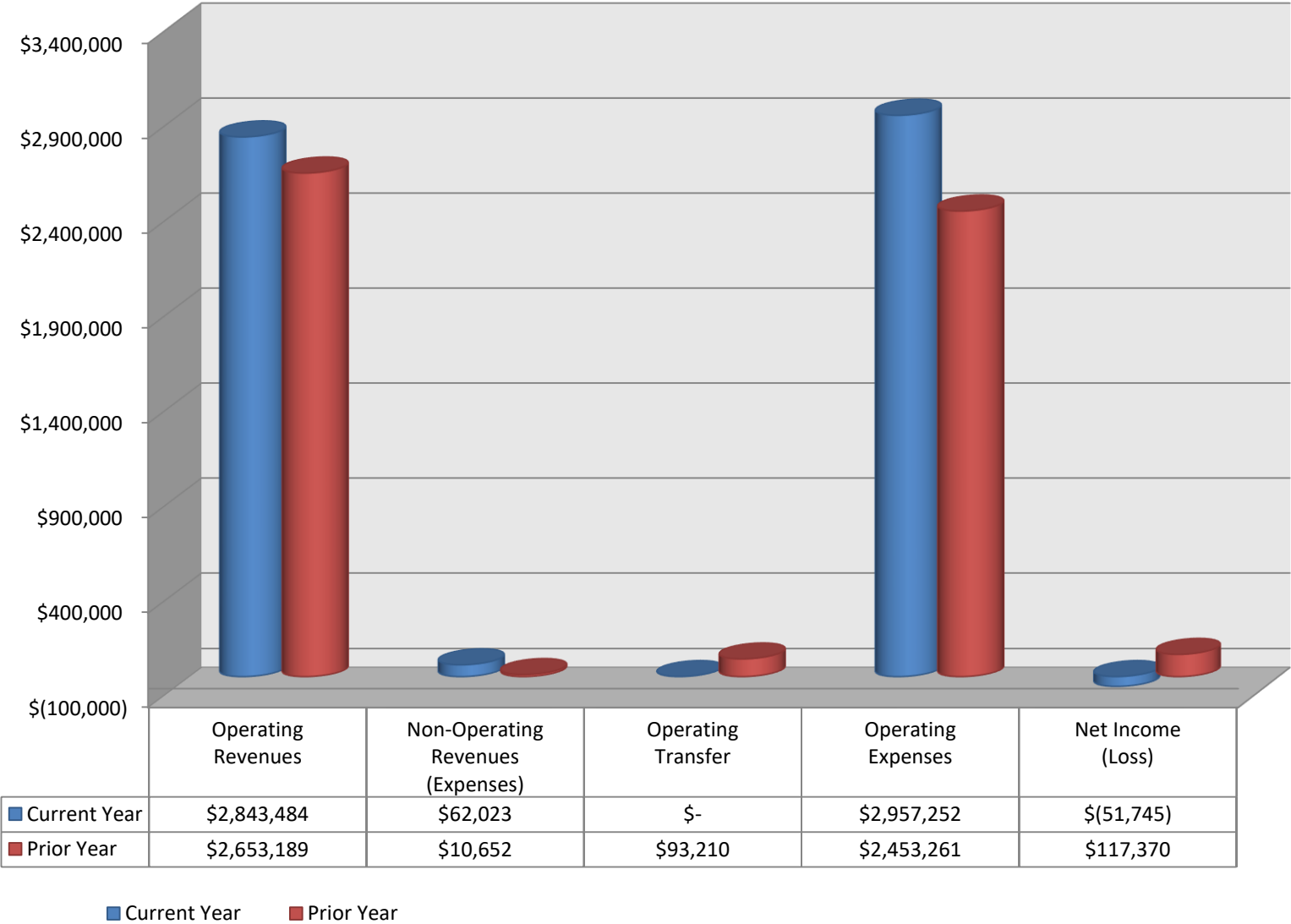


WATER FUND



■ Current Year ■ Prior Year

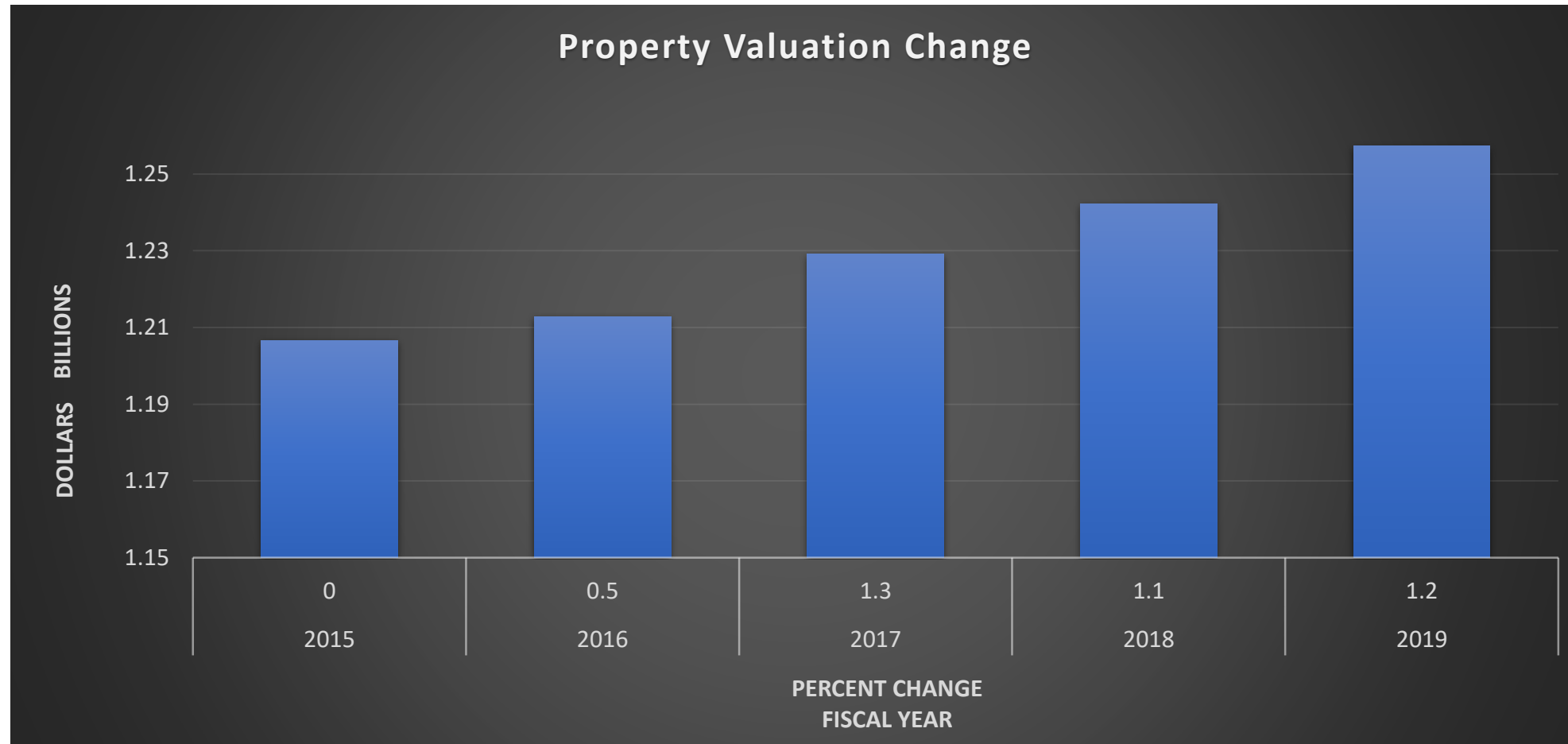
SEWER FUND



FY 2019 Audit Results

Ben Turnmire, Finance Director

Property Tax – Valuation and Analysis



Property Tax – Valuation and Analysis

- An increase of valuation of 1.2% from FY 2018 – FY 2019 equals \$74,700

Fiscal Year	Collection Rate
2017	96.32
2018	96.19
2019	96.92
Fiscal Year	Total % of collections (Prior Year)
2017	2.8
2018	2.4
2019	4.2

- Average statewide collection rate 98.78%
- Average statewide effective tax rate 0.4870

*(Units with electric systems – populations (10,000-49,999) FY 2018)

Fund Balance Analysis

Fiscal Year	Unassigned Fund Balance (General Fund)
2016	\$4,092,349 (31.31%)
2017	\$4,812,843 (34.85%)
2018	\$4,904,366 (35.69%)
2019	\$5,831,096 (41.78%)

- Average statewide fund balance available as % of general fund expenditures = 45.70%
*(Units with electric systems – populations (10,000-49,999) FY 2018)

Fund Balance Drivers in FY 2019

Driver	Amount
Rec. Center debt roll off	\$180k
Above average vacancies	\$300k
Above average prior year tax collections	\$110k (above expected average)
Positive sales tax growth	\$180k – (6.4%)

- Drivers of Fund Balance are one time items that cannot be expected on a year by year basis.
- Electric Fund transfer also impacts addition to Fund Balance.
 - \$900,000 addition to Fund balance with a \$1,375,000 Electric Fund transfer. (\$475,000)
- Break even Electric Transfer would have equaled \$475,000
- One penny on the tax rate equals roughly \$115,000

Conclusions

- The Town of Waynesville managed the budget so that the fiscal year was within expectations.
- Revenues grew slightly with a positive trajectory going forward.
- Paid off significant debt for the Recreation Center.
- Enterprise funds were stable and were able to make budgeted transfers.
- Town Board with Administration awarded Employees a Cost of Living increase of 3 Percent.
- Town Administration with Department Leadership successfully managed expenditures while maintaining a high standard of service.

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: January 14, 2020

SUBJECT : Rehabilitation of Digester at Waste Water Treatment Plant

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C6
Department: Public Services
Contact: Rob Hites, Town Manager
Presenter: Jeff Stines, Interim Public Services Director

BRIEF SUMMARY:

The Town currently uses an “anaerobic digester” (digester that treats sludge in an environment that is free of air) to treat solids (sludge). The process is creating high levels of sulfur oxide which is dangerous for operators to breath as they operate a belt press to dewater it. In the past we have added hydrogen peroxide to change the chemical makeup of the sulfur oxide. The process creates a great deal of foam which overflows onto the ground. The Asheville Regional Office of DENR has cited the Town for overflows so this is no longer a viable method of dealing with the sulfur oxide.

The plan for rehabilitating the plant calls for the anaerobic digester to be converted to an “aerobic digester”. The addition of air eliminates the problem of excessive sulfur oxide buildup. The current budget has a line item of \$200,000 to fund improvements such as this. McGill has redesigned the current digester by removing the ¼ inch steel lid and the internal piping and converting the digester.

This digester would be converted to aerobic as part of the long-term renovation of the plant so this work would be carried out as part of the overall renovation. The plan was bid out and we received three bids (see attachment). The low bid was submitted by Ashe Construction and Maintenance of Canton for \$83,259.00.

MOTION FOR CONSIDERATION: Approve the bid submitted by Ashe Construction and Maintenance.

FUNDING SOURCE/IMPACT: Sewer Fund – already in budget

ATTACHMENTS:

- Bid Summary submitted by McGill Engineering

MANAGER’S COMMENTS AND RECOMMENDATIONS: The presence of high levels of sulfur oxide in the sludge is not a healthy situation for our operators. Adding hydrogen peroxide to reduce the sulfur oxide and permitting the digester to foam up and overflow is no longer a viable alternative to reduce the sulfur oxide. McGill’s solution to convert the digester to an aerobic process will eliminate the buildup of sulfur oxide and follow the long-term design for the renovation. I recommend that you approve the bid of Ashe Construction and Maintenance of Canton.

December 31, 2019

Mr. Jeff Stines, Interim Public Services Director
Town of Waynesville
129 Legion Drive
Waynesville, North Carolina 28786

RE: Anaerobic Digester Modifications
Wastewater Treatment Plant
Waynesville, North Carolina

Dear Mr. Stines:

McGill Associates, on behalf of the Town of Waynesville, has completed the request for proposals to make modifications to the anaerobic digester at the wastewater treatment plant (WWTP). These improvements are necessitated to reduce a potential risk to plant staff associated with the presence of methane gas and hydrogen sulfide gas which both are generated from the anaerobic digestion process associated with the digester. The proposed scope of the project is to remove the floating steel cover from the tank, remove selected process piping from the tank interior and pressure wash the tank. These improvements will represent phase I of the project. Phase II to occur at a later date will include the addition of a new aeration and mixing system to convert the tank to an aerobic digester.

All of these improvements will work with the proposed WWTP upgrade improvements and no additional work will be required under the upgrade project for the digester tank.

Estimated project cost was less than \$550,000 therefore we used an informal bid approach for the project. Invitations for bids were sent to five prospective contractors and the project was advertised on the town's website. A sixth prospective bidder requested plans and project information.

We received three (3) bids for the work. The three bids received are as follows:

- Ashe Construction & Maintenance, Inc. (A.C.M.I.) - \$83,259.00
NC license # 82632
Unlimited
Building
- Carolina Specialties Construction, Inc. - \$159,351.72
NC license # 41451
Unlimited
Unclassified



- Harper General Contractors - \$534,369.00
NC license # 3146
Unlimited
Building
PU (water lines & sewer lines)
PU (water pur. & sewage disp.)

The quoted pricing as shown above seems to be a fair price for the scope of work.

I understand that A.C.M.I. has completed projects for the town in the past and have recently completed some work at the WWTP.

McGill Associates appreciates the opportunity to assist the Town of Waynesville with this project. If you have any questions, please give me call.

Sincerely,
McGILL ASSOCIATES, P.A.

A handwritten signature in black ink, appearing to read 'M. Keith Webb'.

M. Keith Webb, P.E.
Vice President

CC: Rob Hites- Town of Waynesville
Mark Jones – Town of Waynesville
Preston Gregg, PE - Town of Waynesville
Joel Storrow, PE, - McGill Associates
MJ Chen, PE, - McGill Associates

p/projects/19.00305/digester/js31dec19-digester work





TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: January 14, 2020

SUBJECT: Award of Contract to Green Light Electric: Haywood & Church St. Pedestrian Signal Upgrade

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C7
Department: Public Services Department
Contact: Jeff Stines, Preston Gregg, Willie Smith
Presenter: Jeff Stines, Interim Public Services Director

BRIEF SUMMARY:

Two years ago, a few visually impaired folks who frequently walk throughout Town identified a Town owned and maintained signal intersection (Haywood & Church St.) that was ADA deficient. Last year the board approved Mattern & Craig Engineering to provide engineered plans and specifications for the upgrades.

The project was advertised for multiple weeks and received two responses from the following:

- Green Light Electric: \$30,275
- MB Haynes: \$59,250

MOTION FOR CONSIDERATION: To award the project to Green Light Electric

FUNDING SOURCE/IMPACT:

Electric Department – Other Contracted Services (637121-534490)

ATTACHMENTS:

- Bid Results

MANAGER’S COMMENTS AND RECOMMENDATIONS: Award to Green Light Electric as presented.

GREEN LIGHT ELECTRIC, INC.

59 MUNDY COVE RD
WEAVERVILLE, NC 28787
828-658-9922

Quote

Date	Quote #
9/16/2019	276

Name / Address
Town of Waynesville Attention: Jeff Stines PO Box 100 South Main Street Waynesville, NC 28786

Rep	Project

Description	Qty	Total
Install traffic signal upgrade in Waynesville at Haywood St. and Church St. to include a concrete pole and all other materials supplied by town of Waynesville. This will include all traffic control, labor and equipment to install. This is per plans drawn by Mattern and Craig and dated 7/29/19	1	30,275.00
Total		\$30,275.00

Haywood / Church St. Pedestrian Signal Project

BIDDER	AMOUNT
Green Light Electric	\$30,275
MB Haynes	\$59,250

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: Jan. 14, 2020**

SUBJECT: Chestnut Walk Tank Bid Results

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C8
Department: Public Services Department
Contact: Jeff Stines, Preston Gregg
Presenter: Jeff Stines

BRIEF SUMMARY:

The 10,000-gallon water tank located off Apple Tree Ct. serving the Chestnut Walk community is slowly deteriorating and beyond its service life. The tank has developed large pin hole leaks over the last two years in which multiple attempts have been made to repair the tank. In addition to a depleted tank, the tank is well undersized creating inadequate fire flow projection for the area and the Town is left unable to sell any more water taps off this system.

Public Services presented to the board an avenue to replace the tank early last year. The board requested hiring an engineering firm to put together plans, specifications and bid documents. Therefore, McGill & Associates has prepared plans for a 40,000 gallon tank and received bids back in October 2019. McGill's method of advertising included the following: local newspaper, town website, various construction sites and sending plans directly to 16 different qualified potential bidders (see attached list).

Four bids for the tank were received (see attached) ranging in price from \$151,412 to \$392,410. ACMI was the low bid for the tank project beating the second lowest bid by nearly half the price; therefore, McGill & Associates requested a price from ACMI to install the tank and prep the site per the plans and specifications. ACMI's proposal for this work was for \$154,540 plus an additional \$15,000 for payment and performance bond.

MOTION FOR CONSIDERATION:

Award contract to ACMI in the amount of \$320,952.00

FUNDING SOURCE/IMPACT:

Water Maintenance – Capital Improvements (617121-545900).

ATTACHMENTS:

- Bid Tabs
- Bidding List
- Contract Documents

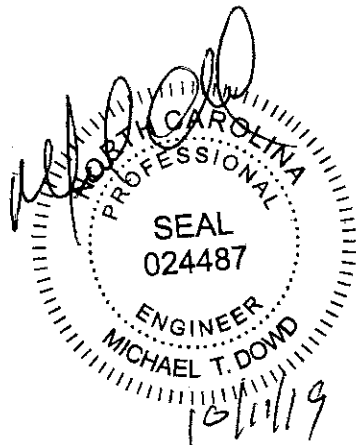
MANAGER'S COMMENTS AND RECOMMENDATIONS: Award contract to ACMI as presented.

CERTIFIED BID TABULATION
CHESTNUT WALK WATER STORAGE TANK REPLACEMENT
TOWN OF WAYNESVILLE

				ACMI, Inc. 353 Paradise Mountain Road Canton, NC 28716		Pittsburg Tank & Tower Group 1 Watertank Place Henderson, KY 42419		Carolina Storage Systems, Inc. 838 Wallace Grove Drive Shelby, NC 28150		Phoenix Fabricators and Erectors, LLC 182 South County Road 900 E Avon, IN 46123	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Base Bid	1	LS	\$151,412.00	\$151,412.00	\$319,990.00	\$319,990.00	\$335,890.00	\$335,890.00	\$392,410.00	\$392,410.00
TOTAL					\$151,412.00		\$319,990.00		\$335,890.00		\$392,410.00



This is to certify that the bids tabulated herein were submitted prior to the close of business on October 8, 2019, to McGill Associates, P.A., Asheville, North Carolina.



<u>Name</u>	<u>City</u>	<u>State</u>
Buckeye Fabricating	Springboro	OH
Southern Tank	Owensboro	KY
Carolina Storage Systems	Shelby	NC
Perry Videx	CANADA	
Caldwell Tank	Louisville	KY
Landmark Structures	Fort Worth	TX
CB&I Storage Tank Solutions	Alpharetta	GA
Phoenix Fabricators and Erectors	Avon	IN
CST Industries	Kansas City	MO
Stainless Fabrication, Inc.	Springfield	MO
Highland Tank & MFG Co	Stoystown	PA
National Storage Tank Inc.	Denver	CO
Superior Tank Co.	Rancho Cucamonga	CA
Fisher Tank Company	Leesville	SC

<u>Email</u>	<u>Phone</u>
sales2@buckeyefabricating.com	800.688.9821
twhite42@aol.com	800.876.2321
nscarolina@carolina.rr.com	704.482.2401
lojeda@perryvidex.com	609.288.4048
sales@caldwelltanks.com	502.964.3361
khaslem@teamlandmark.com	817.439.8888 x1033
paul.catanzaro@mcdermott.com	770.521.6544
jay.simpkiss@phoenixtank.com	270.313.1200
sales@cstindustries.com	844.448.2657
darin.wallace@stainlessfab.com	866.618.4258
	814.893.5701
chuck.graber@nationalstoragetank.com	888.672.6995
	800.221.8265
	803.359.4173

notes

stainless and carbon steel

Tony White

Ed Yarboro

Laura Ojeda - USED TANKS ALREADY BUILT

Kimberlee Haslem - Municipal Market Research

Paul Catanzaro - Business Development Manager

Jay Simpkins - Sales

Darin Wallace - Southeastern US Sales

Bruno - CARBON STEEL ONLY



A.C.M.I

**353 Paradise Mtn. Rd.
Canton NC, 28716
(828) 400- 5424**

PROPOSAL

November 1, 2019

Attention:

**Mike Dowd, PE
Mcgill Associates
Asheville, NC**

Re: Site work for the Chestnut Walk Water Tank

Mr. Dowd,

ACMI, Inc. appreciates and thanks you for the opportunity to submit this Firm Proposal to for the site work on the Chestnut Walk Water Tank project. This proposal and the prices contained herein are based on the contract approval. The quote includes all necessary labor, supervision, tools, and expendables per the Summary of Work. This proposal is valid for a period of thirty (30) days from the date of this letter.

The quote contains the following:

1. Cover Letter
2. Proposal Scope and Quoted Cost
3. Attachment A- Proposal Bases and Clarifications

Thank you once again for the opportunity to submit this quotation. If you have any questions or work scope clarifications please don't hesitate to call us.

Nathan Ashe

Nathan Ashe

** This document contains confidential and proprietary information. Its contents shall not be copied or distributed to third parties without the express written permission of ACMI*

PROPOSAL SCOPE AND PRICING

PROPOSAL SCOPE

SCOPE

- Install a 20'x20'x24" foundation with 3 mats of #6 rebar
- Install the 8" PVC drain from the overflow and tank drain
- Install the 6" fill/drain piping with the valves, check valves, valve boxes, and yard hydrant per drawing #C-101 & C-102
- Install a 1" PVC Conduit for the electrical & scada system
- Remove all the necessary trees/debris from the site
- Grading, sloping, erosion control matting, seeding, filter fabric fencing
- Install 15" Culvert at entrance
- Install Chain Link fence with a double door gate
- Gravel entrance drive and inside the fenced in area

PRICE COST INCLUDING SUPERVISION, DIRECT LABOR, SUPPORT LABOR, IDENTIFIED MATERIAL, AND RENTAL EQUIPMENT:

CHESTNUT WALK SITE PROPOSAL FOR ONE TANK

One Hundred Fifty-Four Thousand Five Hundred & Forty U.S. DOLLARS

(\$154,540.00)

CHESTNUT WALK PAYMENT BOND

Fifteen Thousand U.S. Dollars

(\$15,000.00)

Attachment A

ACMI **BUDGET PROPOSAL BASES AND CLARIFICATIONS**

Should conditions arise delaying this project that are not in the direct control of ACMI, then an adjustment in price will be submitted to the customer for approval which will reflect the delay(s).

Quoted scope of work is based on The Town of Waynesville providing the following:

- Access to the construction site and parking area
- Unobstructed access to the work site
- Site safety orientation material
- Site representative to coordinate work and final review of drawings and job specification
- Testing, abatement, and removal of any contaminated or hazardous materials discovered in the process of work
- Furnish electrical power of needed equipment.
- Lockout of system, including disassemble and assemble of required system tie-ins
- Site testing and permits to perform scope of work
- Initial cleaning of the area, to access work area
- All data material, MTR's and engineered designed calculation
- Written authorization for any additional work that will require an approved Price Adjustment

ACMI to provide to following:

- Indirect Labor: Superintendent
- Direct Labor and Support Labor: Craft Foreman, Fire Watch
- Tools, safety equipment, and consumables for craft labor
- All equipment needed
- All materials for the project

Mr. Dowd, Thank you once again for the opportunity to submit this proposal. ACMI looks forward to working with you.

Sign and Date

Ashe Construction & Maintenance: *Nathan L Ashe*.

Town of Waynesville: _____.

BIDDING DOCUMENTS

**CHESTNUT WALK
WATER STORAGE TANK REPLACEMENT
CONTRACT A**

TOWN OF WAYNESVILLE

HAYWOOD COUNTY, NORTH CAROLINA



BIDDING DOCUMENTS
CHESTNUT WALK
WATER STORAGE TANK REPLACEMENT
CONTRACT A

TOWN OF WAYNESVILLE
HAYWOOD COUNTY, NORTH CAROLINA

MIKE DOWD, PE



55 Broad Street
Asheville, North Carolina 28801
828.252.0575
Firm License No.: C-0459



SEPTEMBER, 2019

PROJECT NO. 17.00376

TOWN OF WAYNESVILLE
CHESTNUT WALK WATER STORAGE TANK REPLACEMENT
CONTRACT A

TABLE OF CONTENTS

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS

MODIFIED INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION
CONTRACTS (EJCDC Form C-200)
BID FORM (EJCDC Form C-410)
NOTICE OF AWARD (EJCDC Form C-510)
MODIFIED AGREEMENT BETWEEN OWNER AND CONTRACTOR
(EJCDC Form C-520)
NOTICE TO PROCEED (EJCDC Form C-550)
CERTIFICATE OF SUBSTANTIAL COMPLETION (EJCDC Form C-625)

DIVISION 01 - GENERAL REQUIREMENTS

011000	SUMMARY
012600	CONTRACT MODIFICATION PROCEDURES
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS

DIVISION 22 - PLUMBING

221221	GROUND-MOUNTED, WELDED STAINLESS STEEL STORAGE TANK
--------	---

APPENDICES

APPENDIX A DRAWING - WATER STORAGE TANK DETAILS

TABLE OF CONTENTS

	Page
Article 1 – Defined Terms.....	1
Article 2 – Copies of Bidding Documents.....	1
Article 3 – Qualifications of Bidders	1
Article 4 – Examination of Bidding Documents, Other Related Data, and Site Conditions	2
Article 5 – Bidder’s Representations	4
Article 6 – Pre-Bid Conference.....	6
Article 7 – Site and Other Areas	6
Article 8 – Interpretations and Addenda.....	6
Article 9 – Bid Security.....	6
Article 10 – Contract Times	7
Article 11 – Liquidated Damages	7
Article 12 – Substitute and “Or-Equal” Items	7
Article 13 – Subcontractors, Suppliers and Others.....	7
Article 14 – Preparation of Bid	8
Article 15 – Basis of Bid; Comparison of Bids	9
Article 16 – Submittal of Bid	9
Article 17 – Modification and Withdrawal of Bid	10
Article 18 – Opening of Bids	10
Article 19 – Bids to Remain Subject to Acceptance	10
Article 20 – Evaluation of Bids and Award of Contract	10
Article 21 – Contract Security and Insurance.....	11
Article 22 – Signing of Agreement.....	11
Article 23 – Retainage	11
Article 24 – Commencement of Work.....	11
Article 25 – Prequalification of Equipment Suppliers	12

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

MODIFIED INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Modified General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Contract Documents are to be issued and where the bidding procedures are to be administered.
 - B. *Disadvantaged Business Enterprise (DBE)* – A business meeting one of the following criteria:
 - 1. *Minority Business Enterprise (MBE)* – A qualified socially and economically disadvantaged minority-owned business certified by any state and/or Federal agency.
 - 2. *Women’s Business Enterprise (WBE)* – A qualified independent business at least 51% owned by a woman or women and certified by any state and/or Federal agency.
 - C. *Unbalanced Bid* - An unbalanced bid is one that meets the following criteria:
 - 1. A mathematically unbalanced Bid is one that contains lump sum or unit bid items that do not appear to reflect reasonable actual costs. Those reasonable actual costs would include a reasonable proportionate share of the Bidder’s anticipated profit, overhead costs, and other indirect costs that the Bidder anticipates for the performance of the items in question.
 - 2. A materially unbalanced Bid is one that produces a reasonable doubt that Award to the low Bidder, who submitted the mathematically unbalanced Bid, would result in the lowest ultimate cost to the Owner.
 - D. *Responsible Bidder* - A bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the work described in the Contract Documents.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office upon payment of the fee stated in the advertisement or invitation to bid. The fee is non-refundable.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 The Owner may make such investigations as he deems necessary to determine the qualifications of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information

and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract, and to complete the work contemplated therein. Conditional bids will not be accepted.

- 3.02 Bidders shall comply with all applicable laws regulating the practice of General Contracting as provided in Chapter 87 of the General Statutes of the State of North Carolina and be properly licensed as a contractor.
- 3.03 To demonstrate the Bidder's qualifications to perform the Work the Bidder shall submit the following documentation with the Bid:
 - A. Bidder's state Contractor's license number and evidence of Bidder's authority to do business in the state where the project is located.
 - B. A list of any projects that are either currently in or have been in arbitration or litigation over the past five (5) years. The list must include the name, address, and telephone number of the Owner and design Engineer of each project. Provide the reason for the arbitration or litigation, as applicable, along with the current status or outcome.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.05 Bidder must hold a current contractor's license appropriate for the type and magnitude of the work.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE CONDITIONS

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site may include rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Bidding Documents identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
- b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

- c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the Modified General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the Modified General Conditions will apply.
- 4. Geotechnical Report: The Bidding Documents may contain a Geotechnical Report. If included, the Geotechnical Report describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations. The Geotechnical Report is a Contract Document.
 - a. The conditions described in the Geotechnical Report are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the conditions described. Bids should be based on a comprehensive approach that includes an independent review and analysis of the Geotechnical Report, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are described in the Geotechnical Report.
 - b. Nothing in the Geotechnical Report is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the Modified General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated

in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.03 of the Modified General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct Site visits during normal working hours and shall not disturb any ongoing operations at the Site. The Owner may require site visits by the Bidder to be scheduled with the Owner in advance.
- B. The Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions. However, on request, and to the extent the Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner's Safety Program. As the General Conditions indicate, Bidders are responsible for complying with Owner's Safety Program, if any.

4.05 *Other Work at the Site*

- A. Reference is made to the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site including Underground Facilities that may be made available by the Owner and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Contract Documents.
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of any work that may be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

5.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5.03 No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations therein.

ARTICLE 6 – PRE-BID CONFERENCE

ARTICLE 7 – SITE AND OTHER AREAS

- 7.01 The Site is identified in the Contract Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 8 – INTERPRETATIONS AND ADDENDA

- 8.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda delivered by either mail or approved electronic means to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Contractor waives the right to rely on information provided by the Engineer which is not provided in writing and in the form of a formal Addendum.
- 8.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- 8.03 Failure of any Bidder to receive any such Addenda shall not relieve said Bidder from any obligation under his Bid as submitted.
- 8.04 All Addenda so issued shall become a part of the Contract Documents.
- 8.05 Prospective Bidders are cautioned concerning the use of a Post Office Box address as Addenda cannot be sent via overnight carrier to Post Office Boxes.

ARTICLE 9 – BID SECURITY

- 9.01 A Bid must be accompanied by Bid security made payable to the Owner in an amount of **five percent (5%)** of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form included or the standard form of the surety company) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the Modified General Conditions.
- 9.02 The Bid security of the apparent Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned as necessary. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security

of all other Bidders may be retained by Owner until the earlier of ten (10) days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned as necessary.

ARTICLE 10 – CONTRACT TIMES

- 10.01 The number of calendar days within which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 11 – LIQUIDATED DAMAGES

- 11.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 12 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 12.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.
- 12.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 13 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 13.01 The Contract Documents may require the identification of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute. In which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 13.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers,

individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the Modified General Conditions.

- 13.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 14 – PREPARATION OF BID

- 14.01 The Bid Form included with the Bidding Documents shall be used and shall not be altered, contain any unauthorized additions, deletions, or conditional bids.
- 14.02 The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.
- 14.03 The Bid shall not contain irregularities of any kind which make the Bid incomplete, indefinite, or ambiguous as to its meaning.
- 14.04 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, and unit price item listed therein. Alternative Bids will not be considered unless specifically shown on the Bid Form. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 14.05 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 14.06 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 14.07 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 14.08 A Bid by an individual shall show the Bidder’s name and official address and shall be signed by the individual.
- 14.09 A Bid by a joint venture shall be executed by each of the joint venturers in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 14.10 All names shall be printed in ink below the signatures.

- 14.11 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 14.12 Street, postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 14.13 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid.
- 14.14 Bidder's state contractor license number shall be shown on the Bid Form.
- 14.15 All attachments, certifications or acknowledgements attached to the Bid shall be executed in the same manner as the Bid.

ARTICLE 15 – BASIS OF BID; COMPARISON OF BIDS

15.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

- 15.02 Bids will be compared on the basis of the totals of the lump sum and/or unit prices bid. The resulting Total Contract Bid Price will be compared which will include and cover the furnishing of all materials, and the performance of all labor requisite for proper completion of all the work called for under the accompanying Contract, and in the manner set forth and described in the Contract Documents.
- 15.03 The lowest Bidder will be that Bidder whose Bid totals the lowest number of dollars as determined above.

ARTICLE 16 – SUBMITTAL OF BID

- 16.01 The Bid Form in the Bidding Documents is to be completed and submitted with the Bid security.
- 16.02 A sealed Bid shall be received no later than the time and date prescribed and at the place indicated in the advertisement or invitation for bids. The bid shall be submitted in a single (one (1)) envelope system. The envelope shall be plainly marked with the Project title, Owners name and address in the middle of the envelope and the name, address, license number, limitation and classification of Bidder in the upper left hand corner of the envelope. The envelope shall contain the Bid security, the Bid and any other required information as defined in the advertisement or invitation for bid or bid documents.
- 16.03 If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to:

McGill Associates, P.A.
55 Broad Street
Asheville, NC 28801

- 16.04 If received prior to the designated time of opening, bids will be securely kept, sealed. Mailed bids will be treated in every respect as though filed in person and will be subject to the same requirements. Bids received subsequent to the designated time of opening will be returned to the Bidder unopened.

ARTICLE 17 – MODIFICATION AND WITHDRAWAL OF BID

- 17.01 A Bid may be withdrawn prior to the Bid opening by the Bidder by providing an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 17.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 17.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 17.03 No Bid may be withdrawn for a period of **60** days after Bids have been opened pending the execution of a Contract with the successful bidder except as provided for in Section 143-129.1 of the North Carolina General Statutes. A Bidder must file a duly signed written notice within the time frame allowed under applicable General Statutes with the Owner and Engineer promptly after the time set for the opening of bids that demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, and that the Bidder desires to withdraw its Bid. The Owner and Engineer will review the request and if approved the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 18 – OPENING OF BIDS

- 18.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 19 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 19.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 20 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 20.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids if there is a reasonable doubt that the bid will result in the lowest overall cost to the Owner even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.
- 20.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the

Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- 20.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 20.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 20.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 20.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 20.07 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

ARTICLE 21 – CONTRACT SECURITY AND INSURANCE

- 21.01 The Modified General Conditions, and as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds and insurance documentation.

ARTICLE 22 – SIGNING OF AGREEMENT

- 22.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. The Owner shall thereafter set a time and place for a Preconstruction conference. One fully signed counterpart of the Contract Documents shall be provided to the Contractor following review from the Owner's legal counsel.

ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor's rights to deposit securities in-lieu of retainage are set forth in the Agreement.

ARTICLE 24 – COMMENCEMENT OF WORK

- 24.01 Upon execution and delivery of the Contract and the delivery of the required Performance and Payment Bonds and insurance certificates and policies by the Contractor to the Owner, the Contractor will be notified to proceed with the work of the Contract. The work of the Contract shall be commenced within ten (10) days following such notification or as otherwise specified in the Notice to Proceed.
- 24.02 The Contractor shall notify the Engineer, in writing, of his intention to enter upon the site of the work at least three (3) days in advance of such entrance.

ARTICLE 25 – PREQUALIFICATION OF EQUIPMENT SUPPLIERS

- 25.01 Certain equipment on this project may require the prequalification of manufacturers prior to the receipt of bids. When required by the Contract Documents, manufacturers wishing to supply equipment for this project must submit a prequalification submittal to the Engineer for approval. The prequalification submittal must be submitted by the equipment manufacturer and received by the Engineer by the specified time listed in the Contract Documents to receive consideration. The submittal shall demonstrate that the proposed equipment meets the requirements of the Contract Specifications and Drawings. The Engineer will issue an addendum prior to the bid date listing the approved manufacturers.
- 25.02 The submittal of prequalification information does not omit the requirement for the Contractor and manufacturers to submit complete shop drawing submittals to the Engineer in accordance with the Contract Documents.
- 25.03 The prequalification submittal shall be made in accordance with paragraph 2.1 of Specification Section 013300 “Submittal Procedures” a minimum of 14 days prior to the bid date.
- 25.04 The naming of manufacturers in the technical specifications is given as a basis for comparison and does not omit the requirement for the Contractor and manufacturers so named to provide a prequalification submittal.
- 25.05 The manufacturer is responsible for visiting the site prior to the bid. Failure to visit the site to understand all existing facility, operation, and site conditions does not relieve the manufacturer from complying with all of the requirements of the Contract Documents and specifications.
- 25.06 Refer to the individual equipment specifications for prequalification requirements.

BID FORM

*Chestnut Walk
Water Storage Tank Replacement
Town of Waynesville
Haywood County, NC*

17.00376 – CONTRACT A

TABLE OF CONTENTS

<u>Article No.</u>	<u>Page No.</u>
Article 1 - Bid Recipient	2
Article 2 - Bidder's Acknowledgements	2
Article 3 - Bidder's Representations	2
Article 4 - Further Representations	3
Article 5 - Basis of Bid	4
Article 6 - Time of Completion	5
Article 7 - Attachments to this Bid	5
Article 8 - Bid Submittal	6

ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

**Town of Waynesville
16 South Main Street
Waynesville, NC 28786**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60** days after the date of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

- B. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, that Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid.
- J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents and is in writing and in the form of a formal addendum.
- M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BASE BID

Lump Sum Base Bid Price: _____

_____ dollars

(words)

(\$ _____)

(numbers)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with the Modified General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. List of Project References

ARTICLE 8 – BID SUBMITTAL

This Bid Submitted By:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in [State Where Project is Located] is _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

Notice of Award

Date: _____

Project: _____

Owner: _____

Owner's Contract No.: _____

Contract: _____

Engineer's Project No.: _____

Bidder: _____

Bidder's Address: _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____.

The Contract Price of your Contract is _____ Dollars (\$_____).

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____ (____)] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] and other documents as specified.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

ACCEPTED

Contractor
By: _____
Authorized Signature

Title

MODIFIED AGREEMENT BETWEEN OWNER AND CONTRACTOR

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

**MODIFIED AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ Town of Waynesville _____ (“Owner”) and
_____. (“Contractor”).

Effective Date of Agreement: _____

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of two (2) 20,000-gallon stainless steel potable water storage tanks as shown on the plans and indicated in the specifications including all necessary appurtenances, foundation design, and delivery to the tank site.

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by McGill Associates, P.A. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be completed and ready for final payment in accordance with the Modified General Conditions within 120 calendar days.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Modified General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$ 500** for each calendar day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$ 500** for each calendar day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A, and 4.01.B below:
- A. For lump sum work an amount equal to the percentage completed of specific items of work provided by the Contractor as a schedule of values for the Lump Sum work.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The unit price for each item is as supplied in the Bid for the project.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Modified General Conditions. Applications for Payment will be processed by Engineer as provided in the Modified General Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Modified General Conditions (and in the case of Unit Price Work based on the number of units completed).

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Modified General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the Modified General Conditions and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the Modified General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has reviewed all General and Supplementary Conditions applicable to the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 6.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – MISCELLANEOUS

7.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Modified General Conditions and the Supplementary Conditions.

7.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages __ through __, inclusive).
 2. Performance bond (pages __ through __, inclusive).
 3. Payment bond (pages __ through __, inclusive).
 4. Other bonds (pages __ through __, inclusive).
 5. Notice of Award (pages __ through __, inclusive).
 6. Modified General Conditions (pages 1 through 82, inclusive).
 7. Specifications as identified in the table of contents of the bound Project Manual.
 8. Drawings consisting of __ sheets with each sheet bearing the following general title: Town of Waynesville, Chestnut Walk Water Storage Tank Replacement.
 9. Addenda (numbers __ through __, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages __ through __, inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages __ through __, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Modified General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER:

By: _____
Title: _____

Attest: _____
Title: _____

Address for giving notices:

Pre-Audit Statement: This instrument has been preaudited in the manner required by the Local Budget and Fiscal Control Act as amended.

By: _____
Title: _____
Date: _____

Approved as to Form:

By: _____
Title: _____
Date: _____

CONTRACTOR

By: _____
Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
Title: _____

Address for giving notices:

License No.: _____

Agent for service of process:

Certificate of Substantial Completion

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- ☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

_____ Executed by Engineer	_____ Date
-------------------------------	---------------

_____ Accepted by Contractor	_____ Date
---------------------------------	---------------

_____ Accepted by Owner	_____ Date
----------------------------	---------------

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Modified General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Work restrictions.
 - 4. Specification and drawing conventions.
- B. Related Section:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: **Chestnut Walk Water Storage Tank Replacement**
(McGill Associates Project No. 17.00376)
- B. Project Location: **Chestnut Walk Subdivision, Waynesville North Carolina**
- C. Owner: **Town of Waynesville, 16 South Main St. Waynesville, NC 28786**
 - 1. Owner's Representative: **David Foster, Public Services Director**
- D. Engineer: McGill Associates, PA, **55 Broad St. Asheville, NC 28801**

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
 - 1. **Construction of two (2) 20,000-gallon stainless steel potable water storage tanks as shown on the plans and indicated in the specifications including all necessary appurtenances, foundation design, and delivery to the tank site.**
- B. Type of Contract
 - 1. Project will be constructed under a single prime contract.
 - a. **Town of Waynesville, Chestnut Walk Water Tank Replacement.**

1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit working hours as required by local regulations and noise ordinances. All other work on site shall be conducted in accordance with the requirements of the Modified General Conditions.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than three (3) business days in advance of proposed utility interruptions.
 - 2. Obtain Engineer's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Engineer not less than 3 business days in advance of proposed disruptive operations.
 - 2. Obtain Engineer's written permission before proceeding with disruptive operations.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "Master Format" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by common industry abbreviations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

PART 1: GENERAL**1.1 SUMMARY OF WORK**

- A. The Project generally consists of construction of two (2) 20,000-gallon stainless steel potable water storage tanks as shown on the plans and indicated in the specifications including all necessary appurtenances, foundation design, and delivery to the tank site.

1.2 PROJECT PAYMENTS AND RETAINAGE

- A. The Owner may retain a portion of the amount otherwise due the Contractor. Except as provided elsewhere, the amount retained by the Owner shall be limited to the following:
1. Withholding of not more than 5% of the payment claimed until work is 50% complete.
 2. When the contract is 50% complete no further retainage shall be withheld from periodic payments. However, the Owner may reinstate retainage (up to 5%) if they feel the work is unsatisfactory. The Owner may withhold additional retainage as necessary from periodic payments in a sum necessary to maintain total retainage of 2.5% of contract cost through the completion of the project.
 3. When the work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5% to only that amount necessary to assure completion.
 4. The Owner may accept securities negotiable without recourse, conditions or restrictions, a release of retainage bond or an irrevocable letter of credit provided by the Contractor in lieu of all or part of the cash retainage.
- B. For unit price projects, the Contractor shall use the "Unit Bid Item Summary" form included with these specifications.
- C. Sales Tax Statement: When requested by the Owner, each request for progress payment submitted by the Contractor shall include a sales tax reimbursement statement. The Contractor shall utilize the form provided with these specifications.

1.3 PRODUCT REQUIREMENTS

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
5. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article below to obtain approval for use of an unnamed product.

B. Warranties specified in other Sections shall be in addition to, and run concurrent with other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by, or incorporated into, the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 DELIVERY, STORAGE AND HANDLING

- A. The Contractor shall be responsible for delivery, storage and handling of all materials and equipment, unless otherwise noted. All material and equipment shall be shipped to arrive at the job site on the dates indicated on the purchase order. The following information shall be supplied:
 - 1. The contents and bill of lading, number of shipments.
 - 2. The method of shipments.
 - 3. The date of shipment.
 - 4. The name of the construction project.
- B. Prior to shipment, all items shall be properly prepared to protect all critical areas from the effects of weather, normal expected transport and on site handling.
- C. Items shall be tagged and marked with equipment and/or motor numbers as per the manner stipulated in the purchase order.
- D. All spare parts and expendable supplies shall be properly crated, marked, and shipped to the job site on the date specified.

PART 2: PRODUCTS

2.1 EQUIPMENT AND MATERIAL STANDARDS

- A. All equipment and materials of construction described in this specification shall meet the more stringent requirements of the applicable codes listed below:
 - 1. OSHA - Occupational Safety and Health Administration.
 - 2. ASTM - American Society for Testing Materials.
 - 3. ANSI - American National Standards Institute.
 - 4. AGMA - American Gear Manufacturers Association.
 - 5. AISC - American Institute of Steel Construction.
 - 6. AWS - American Welding Society.
 - 7. NEC - National Electric Code.
 - 8. NEMA - National Electrical Manufacturers Association.
 - 9. API - American Petroleum Institute.

2.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. In all cases, the standards referenced within these Contract Documents shall be construed to reference the most current version, amendment or applicable replacement pertaining to the work.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

2.3 QUALITY ASSURANCE

- A. All equipment shall, after installation by the Contractor, shall be inspected, tested and started up by a qualified representative of the equipment manufacturer. The Contractor and the manufacturer's representative shall complete the "Equipment Start-up Form" provided at the end of this section and submit the completed form to the Engineer.
- B. The listing of a manufacturer in the specifications does not necessarily imply that the manufacturer's standard equipment meets the requirements of the specifications, but that the manufacturer listed has the capability to meet the requirements of the specifications.

PART 3: EXECUTION

3.1 SPECIAL REQUIREMENTS

- A. Limits of Construction: The Contractor shall confine all operations and personnel to the limits of construction as shown on the plans. There shall be no disturbance whatsoever of any areas outside the limits of construction nor shall the workmen be allowed to travel at will through the surrounding private property.

- B. Construction Superintendent: The Contractor shall place in charge of the work a competent and reliable superintendent, who shall have the authority to act for the Contractor and who shall be accountable to the Engineer. The Contractor shall, at all times, employ labor and equipment sufficient to accomplish the several classes of work to full completion in the manner and time specified.
- C. Site Conditions:
1. The Contractor shall maintain the work and project grounds free from rubbish, debris and waste materials during all phases of the work.
 2. Immediately upon completion of the work and prior to final acceptance, the Contractor shall remove all rubbish, debris, temporary structures, equipment, excess or waste materials and shall leave the work and project grounds in a neat and orderly condition that is satisfactory to the Engineer and Owner.
- D. Right of Entry: The Engineer and his representative will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.
- E. Temporary Construction Services and Facilities: The Contractor shall obtain all necessary permits, licenses, etc. and shall pay all costs incident to the furnishing, installing and maintenance of temporary utility services and facilities required for the duration of the work.
- F. Quantities of Estimate: The estimated quantities of work to be done and materials to be furnished under this Contract shown in any of the documents, including the proposal, are given for use in comparing bids and to indicate approximately the total amount of the contract; and the right is especially reserved, except as herein otherwise specifically limited to, to increase or diminish the quantities as may be reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract.
- G. Utility Coordination: The Contractor shall make all necessary arrangements with private and public utility companies to avoid any possible damage to or interruption of utility equipment or service. The Contractor shall be responsible for all inquiries concerning locations of utility lines. Repair of any damage to public or private utilities resulting from this work shall be the responsibility of the Contractor.

- H. Construction Surveying: All work shall be constructed in accordance with the lines, grades and elevations shown on the plans or as given by the Engineer in the field. The Contractor shall be fully responsible for maintaining alignment and grade. All principal controlling points and base lines for locating the principal components of the work together with a suitable number of benchmarks adjacent to the work will be provided by the Engineer. From this information, the Contractor shall verify benchmarks and develop and make all detail surveys needed for construction. The Contractor shall protect and safeguard all points, stakes, grade marks, monuments, and benchmarks at the site of the work and shall re-establish, at his own expense, any marks which are removed or destroyed due to his construction operations.
- I. Laying Out Work:
1. It is imperative that the Contractor work within the shown rights of way or easements at all times, unless approved otherwise by the property owner and the Engineer.
 2. The Contractor shall, at his expense, provide competent engineering survey services and shall provide and maintain accurate, detailed, survey work.
 3. The plans and supplementary drawings shall not be scaled and the Contractor must verify all dimensions and elevations at the site prior to proceeding with the work. The Contractor shall also verify existing utility locations prior to purchasing materials affected by these locations.
- J. Use of Explosives:
1. If the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property. The Contractor shall be responsible for any and all damage or injury to persons or property resulting from the use of explosives. Such responsibility shall include, but shall in no way be limited to, all damages arising from all forms of trespass to adjacent property as a result of blasting by the Contractor.
 2. All explosives shall be stored in a secure manner, in compliance with all laws, and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES".
- K. Use of Chemicals: All chemicals used during project construction, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such

chemicals and disposal of residues shall be in conformance with instructions.

L. Safety and Health Regulations:

1. The Contractor shall comply with all Federal, State and Local Safety and Health Regulations including the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91 - 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54).
2. The Contractor shall provide continuous, safe access to all properties, both public and private, along the project in all cases where such access will be provided by the completed facility and shall conduct his operations in such a manner that inconvenience to the property owners will be held to a minimum.

M. Equipment and Material Storage: The Contractor shall plan his activities so that all materials and equipment can be stored within the project limits. There shall be no disturbance whatsoever of any areas outside the project limits without the prior approval of the Engineer.

N. Disturbed Areas: All areas disturbed as a result of the work of the Contractor shall be restored to the original or better condition. Reasonable care shall be taken during construction to avoid damage to the Owner's property or that of any adjacent property owner(s).

O. Tree and Plant Protection: No trees or shrubs except those specifically indicated, shall be removed or trimmed without prior approval from the Engineer. All trees and shrubs within the construction limits to be retained by the Owner shall be properly protected by fencing, posts or other means approved by the Engineer. Where any trees or shrubs are damaged or where limbs are required to be trimmed or removed because of operations under this Contract a qualified horticulturist shall be consulted and the trimming performed in the proper manner. Any landscape plantings severely damaged or which die as a result of the Contractor's operations shall be replaced at no additional cost to the Owner.

P. Temporary Sanitary Facilities: The Contractor shall be solely responsible for furnishing and maintaining temporary sanitary facilities during the construction period. Such facilities shall include but not be limited to, potable water supply and toilet facilities. Such facilities shall be in compliance with all applicable state and local laws, codes, and ordinances and shall be placed convenient to work stations and secluded from public observation. Once the project is completed all temporary sanitary facilities shall be removed by the Contractor.

Q. Traffic Maintenance:

1. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient warning lights, danger signals, and signs, shall provide a sufficient number of flagmen to direct the traffic and shall take all necessary precautions for the protection of the work and the safety of the public.
2. All barricades and obstructions or hazardous conditions shall be illuminated as necessary to provide for safe traffic conditions.
3. Warning and caution signs shall be posted throughout the length of any portion of the project where traffic flow is restricted.

R. Photographic Documentation:

1. General: The Contractor shall produce photographic documentation of the entire project work area prior to placing any materials or equipment on site and prior to any construction. The photographic documentation shall adequately condition and location of existing features that could be impacted as a result of construction
2. Cost: The cost for photographic documentation services shall be considered incidental to the work and shall be included in the bid. No separate payment will be made for photographic documentation.
3. Construction Photographs: Submit one (1) copy of each photographic view within seven (7) days of taking photographs.
 - a. Submit all photographs in digital .jpg format or as agreed upon at the preconstruction conference.
 - b. All photographs shall be at an image resolution of not less than 3000 x 2000 pixels and 300 ppi.
 - c. All photographs shall be appropriately labeled with the name of the project, name of the contractor and date photographs were taken.
4. Video Recordings: Submit one (1) copy of each high-resolution digital video recording within seven (7) days of recording.
 - a. Submit all video recordings in digital video format acceptable to Engineer as agreed upon at the preconstruction conference.
 - b. All video recordings shall be appropriately labeled with the name, of the project, name of the contractor and date that the video recording was performed.

5. Usage Rights: Contractor shall transfer any applicable copyright usage rights to Owner for unlimited reproduction of photographic documentation.
6. Additional Photographs and Video Recordings: Engineer may request photographs or video recordings in addition to those required prior to construction.

END OF SECTION 011200

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Modified General and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 15 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Engineer.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use form acceptable to Engineer.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Unit Price Adjustment: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor.

1.7 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Engineer may issue a Work Change Directive. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

PART 1 - GENERAL**1.1 REQUIREMENTS**

- A. This section specifies the methods and requirements for the submissions applicable to Shop drawings, Working drawings, Product data, Samples, Request for substitutions, Test procedures, and Construction and Submittal schedules. Drawings and general provisions of the Contract, including Modified General and Supplementary Conditions and other Specification Sections, apply to this Section.
- B. All submittals shall be clearly identified by reference to the Specification Section, Paragraph, Drawing number, or Detail as applicable.
- C. All submittals shall be submitted by the Contractor and the Contractor shall be solely responsible for the coordination and management of all submittals. No submittals received directly from material/equipment suppliers or subcontractors will be accepted unless otherwise agreed upon by all parties. The Engineer's review comments and markup submittals will be returned to the Contractor who shall promptly coordinate and return the comments and markup submittals to the appropriate parties.
- D. The Contractor shall submit to the Engineer a detailed submittal schedule in accordance with the Modified General Conditions.
- E. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, and method of work shall be as described in the submittal. Submittal documents shall be edited to clearly show only those items to be included in the contract. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall be solely responsible for the coordination of submittals so that work will not be delayed. Different categories of submittals shall be scheduled so that one will not be delayed for lack of coordination or approval of another. No extensions of time will be allowed because of failure to properly schedule or manage submittals.

1.2 SUMMARY

- A. Related Sections:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.

2. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals or those inferred by the work shown on the drawings or detailed in the project documents.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- E. Time/Days: Where days are referenced as a measurement of time the unit shall be calendar days.

1.4 SUBMITTALS SCHEDULE

- A. Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Engineer and additional time for handling and reviewing submittals required by those corrections.
 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.

- d. Name of subcontractor, if applicable.
 - e. Description of the Work covered.
 - f. Scheduled date for Engineer's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number from Construction Schedule.
- B. Submit revised submittal schedule as necessary to reflect changes in current status and timing for submittals.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic copies of the Contract Drawings and project specifications may be provided by Engineer for Contractor's use in preparing submittals only if detailed in other Sections of the Contract Documents. In cases where Engineer provides electronic copies of these documents, Engineer makes no representations as to the accuracy or completeness of digital data files as they relate to the Contract Drawings. Please refer to the Modified General Conditions for more details regarding the use of the Engineer's digital data files.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
- 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- C. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal.

No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Based on the complexity of the submittal, allow 7 to 21 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Based on the complexity of the submittal, allow 7 to 21 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- E. Each submittal shall be accompanied by the transmittal cover contained in this section. The cover sheet shall be printed in a bright unique color of paper (color selected per project) and affixed to paper copies of each submittal. The information required for each submittal is contained on the cover sheet and shall be furnished for each submittal.
- F. Submittal Identification Number: A unique four (4) character number shall be assigned by the Contractor and shall be noted on the transmittal cover sheet accompanying each submittal. Submittal numbers shall have the following format:
1. The first character shall be a SD, W, S, or M, which represents Shop Drawing Data (SD), Working Drawing (W), Sample (S), or Operating/Maintenance Manual (M).
 2. The next digits shall be the specification section number.
 3. The next digits shall be a three digit number (001 – 999) assigned to sequentially number each submittal.
 4. The last character is a letter, A-Z, indicating the submission, or resubmission of the same data, i.e., A – 1st submittal, B- 2nd submittal, etc.

5. A typical submittal number would be:

SD-15800-013-A

where:

SD = shop drawing

15800 = technical specification section 15800

013 = contractor's submittal number 013

A = 1st submittal

- G. Deviations: All deviations from the Contract Documents shall be identified on submittals.
- H. Paper and Electronic Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Engineer will discard submittals received from sources other than Contractor.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Engineer.
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Engineer.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submittals: Submit two (2) paper copies and one electronic copy in a PDF format of each submittal, unless otherwise indicated. Engineer will return one (1) copy.
 2. All submittals shall include a copy of the specification section, with addendum updates included, and all referenced and applicable sections, and each paragraph shall be check-marked to indicate that the submitted material is in compliance with the specification or marked to indicate requested deviations from the specified requirements. If deviations are noted and/or requested each deviation shall be underlined and denoted by a number in the margin to the right with a detailed description of the deviation on a separate sheet.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. Mark each copy of each submittal to show which products and options are applicable.
 2. As a minimum, include the following information, as applicable. Include other information as required by the applicable product specification sections:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance or variations with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 3. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.

- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 4. Submit Product Data before or concurrent with Samples.
 - 5. Submit Product Data in the following format:
 - a. Submit two (2) paper copies and one electronic copy in a PDF format of each submittal, unless otherwise indicated. Engineer will return one (1) copy.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance and variation with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.

- b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
- 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit 2 full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return one (1) submittal with options selected.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

4. Submit subcontract list in the following format:

- a. Submit two (2) paper copies and one electronic copy in a PDF format, unless otherwise indicated.
- I. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- J. Equipment Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that the manufacturer has reviewed the Contract drawings and specifications, including all addendums, and that the equipment and related accessories included in the shop drawing submittal are suitable for installation in the applications proposed for the project. Include evidence of manufacturing experience where required.
- K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- L. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Submittal Transmittal: Contractor shall include with each submittal a transmittal form as contained at the end of this section. Include all information required by the form including Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. Engineer will not review submittals that do not bear required cover sheet and ***Contractor's approval and signature*** and will return them without action.

- B. Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. The transmittal form included in this section contains a copy of the review stamp to be completed by the Engineer. The Engineer will complete the stamp for each submittal and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Submittals will be returned to the Contractor under one of the following codes.

Code 1 – FURNISH AS SUBMITTED, No Exceptions – The review indicates that the material, equipment or work method complies with the project documents. In this event the contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.

Code 2 – FURNISH AS SUBMITTED, Make corrections noted – The review indicates that there are limited corrections required for the material, equipment or work method. In this event the contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal in accordance with the noted corrections.

Code 3 – NOT APPROVED (See Notes), Revise and resubmit – The review indicates that the submittal is insufficient or contains incorrect data, copies or other information. Except at his own risk, the Contractor shall not undertake work covered by this submittal until such time as it is revised and meets the requirements of code 1 or 2.

Code 4 – NOT APPROVED, Rejected – The review indicates that the submittal does not comply with the project documents and is unacceptable for incorporation into the project. Except at his own risk, the Contractor shall not undertake work covered by this submittal until such time as it is revised and meets the requirements of code 1 or 2.

Code 5 – Receipt Acknowledged – The review indicates that the material is for information purposes only and the Engineer has taken no action as none is required.

3.3 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

- A. The Engineer's review of submittal information provided by the Contractor based upon his review of the drawings, specifications, other project documents and proposed methods of work or information regarding materials or equipment shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Owner or the Engineer, or by any officer or employee thereof, and the Contractor shall have no claim under the contract on the account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "No Exceptions" or "Make Corrections Noted" shall mean that the Owner has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

3.4 COSTS FOR REVIEW OF RESUBMITTALS

- A. The Contractor shall be responsible for the completeness of each submittal and identifying deviations from the project requirements. Any submittal that may require more than two (2) reviews by the Engineer shall be assessed a review charge for time spent in processing shop drawings at the rate of the Engineer's current standard hourly fee schedule for personnel assigned to the shop drawing review and associated expenses. This charge, covering the cost of engineering and administration, shall be assessed against progress payments.

3.5 SUBMITTAL LOG

- A. Prepare, maintain, and submit a tabular log of submittals organized by the submittal number. Contractor shall be prepared to discuss the log and the status of pending submittals at all Progress or Coordination Meetings.

3.6 CONTRACTOR'S APPROVAL COVER SHEET

- A. To be printed on a bright unique color of paper selected for this project and used to designate a Shop Drawing or Informational Submittal and permanently attached or made a part of each submittal.

CONTRACTOR'S SUBMITTAL TRANSMITTAL
Submittal # _____

McGILL ASSOCIATES, P.A.

OWNER: _____

- ☐ 55 Broad Street, Asheville, NC 28801
☐ 1240 19th Street Lane NW, Hickory, NC 28601
☐ 2240 Sutherland Ave., Suite 2, Knoxville, TN 37919
☐ 5 Regional Circle, Suite A, Pinehurst, NC 28374

ADDRESS: _____

Date:	Engineer's Project No:
Project:	Spec. Reference:
Contractor:	Drawing Reference:

TO:		CONTRACTOR'S SUBMITTAL NO: (Check One):	
		<input type="checkbox"/> An Original Submittal <input type="checkbox"/> A 2 nd Submittal of <i>(original Submittal No.)</i> <input type="checkbox"/> A _____ Submittal of <i>(original Submittal No.)</i> <input type="checkbox"/> Product Data for Information Only <input type="checkbox"/> An O&M Submittal for Information Only	
ATTN: FROM:			
Item #	Subject of Submittal / Equipment Supplier	Equipment Designations(s) / Specification Section(s):	
Complete Either (a) or (b) below: <input type="checkbox"/> (a) We have verified that the material, equipment or other information contained in this submittal meets all the requirements specified or shown (no exceptions). <input type="checkbox"/> (b) We have verified that the material, equipment or other information contained in this submittal meets all the requirements specified or shown, except for the following deviations (list deviations): 			
<u>Notes/Comments:</u> <i>By this submittal, I hereby represent that I have determined and verified all field measurements and dimensions, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable shop drawings, equipment, trades and all Contract requirements.</i> _____ <div style="display: flex; justify-content: space-between;">Signature of Contractor's Authorized RepresentativeDate</div>			

3.6 ENGINEER'S APPROVAL COVER SHEET

To be attached to each submittal.

SHOP DRAWING REVIEW

ENGINEER'S REVIEW	RESPONSE REQUIRED OF CONTRACTOR
<input type="checkbox"/> Furnish As Submitted, No Exceptions <input type="checkbox"/> Furnish As Submitted , Make Corrections Noted <input type="checkbox"/> Not Approved (See Notes), Revise and Resubmit <input type="checkbox"/> Not Approved, Rejected, See Notes	<input type="checkbox"/> Confirm <input type="checkbox"/> Resubmit
<input type="checkbox"/> Receipt Acknowledged (Not subject to Engineer's Review or Approval)	

The Engineer's review of this shop drawing is for general conformance with the design concept, contract documents, specifications and drawings. Markings or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications, nor departures there from, and does not relieve the Contractor from errors and omissions in the submittal or from the Contractor's responsibility of addressing any deviations from the contract documents, specifications and drawings. The Contractor remains solely responsible for details and accuracy, for confirming and correlating and verifying all quantities and dimensions at the jobsite, for selecting fabrication processes, for the means, methods, techniques, and sequence of construction, coordinating work with other trades, and performing all work in a safe manner. Engineer's approval shall not relieve Contractor of its obligation to perform construction in accordance with the Contract Documents. Any approval by Engineer shall not constitute an approved change or substitution unless Contractor has previously advised Engineer in writing of such proposed change or substitution and obtained Engineers written approval of such change or substitution.

McGill Associates, P. A.

By: _____

Date: _____

END OF SECTION 013300

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Modified General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality assurance and control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with

requirements. Services do not include contract enforcement activities performed by Engineer.

- C. Product Testing: Tests and inspections that are performed by a Nationally Recognized Testing Laboratory (NRTL), an National Voluntary Laboratory Accreditation Program (NVLAP), or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainty and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Payment for these services will be made either directly by the Owner or from testing and inspecting allowances, as authorized by the Contract documents, if such allowances are include in the Contractor's construction contract.
 - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are the Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 96 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, Contractor shall provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract

Document requirements for cutting and patching in Division 01 Section "Execution Requirements."

- B. Protect construction exposed by or for quality control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality control services.

END OF SECTION 014000

SECTION 221221 - GROUND-MOUNTED, WELDED STAINLESS STEEL STORAGE TANK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The work covered by this Section consists of furnishing all labor, equipment, supplies and materials necessary for the manufacture, fabrication, delivery and testing of a welded A316 stainless steel, ground-mounted water reservoir(s) and/or standpipe(s) for storage of potable water complete with appurtenances in strict accordance with this Section of the specifications and the applicable drawings.

1.3 DEFINITIONS

- A. Reservoir: Flat-bottomed, cylindrical, surface water-storage tank with shell height equal to or less than its diameter.
- B. Standpipe: Flat-bottomed, cylindrical, surface water-storage tank with shell height greater than its diameter.
- C. CR: Chlorosulfonated polyethylene synthetic rubber.
- D. DFT: Nominal dry film thickness.
- E. NR: Natural rubber.
- F. PVC: Polyvinyl chloride plastic.

1.4 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Ground-mounted water-storage tank(s), including structural reinforcement and foundation, shall be capable of withstanding the effects of dead and live gravity loads and wind loads of 125 mph or greater, in accordance with the applicable sections of the North Carolina Building Code and other regulatory agencies having jurisdiction.

- B. Seismic Performance: Ground-mounted water-storage tank(s), including the foundation and tank structural components shall be designed to withstand the effects of earthquake motions as determined by in accordance with the applicable sections of the North Carolina Building Code and other regulatory agencies having jurisdiction.
- C. Thermal Movements: Ground-mounted water-storage tank(s), including structural reinforcement and foundation, shall allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F, material surfaces.
- D. The storage tank(s) shall be the Contractor's standard design for the specified size and type with reasonable variations from these technical specifications, but not from applicable NSF or AWWA requirements. Any variations from these technical specifications shall have prior approval of the Engineer prior to submitting a bid. The tank supplier or contractor shall submit such request in writing a minimum of 14-days prior to any scheduled bid date.

1.5 SUBMITTALS

- A. Product Data: Include the rated capacities, detailed design and dimensions of the tank(s) and foundation(s), general arrangement of the appurtenances, plate thicknesses, and ASTM specifications for all materials, accessories, appurtenances, and furnished specialties for each water storage tank indicated.
- B. Foundation Design: The tank supplier shall provide a design for the tank foundation. The design shall be based upon an available soil bearing capacity of 1800 psf. The total and differential settlement shall not exceed 1/8-inch. ..The foundation design shall be prepared by the tank manufacturer and shall bear the seal and signature of a qualified professional engineer licensed to practice in the state where the tank(s) will be erected.
- C. Shop Drawings: All shop drawings and design calculations, signed and sealed by a qualified professional engineer registered in the state where the tank is to be erected, shall be submitted to the Engineer for review and approval prior to ordering or fabricating any materials associated with the storage tank. The tank shop drawing shall show all necessary fabrication and installation details associated with the water storage tank, including the following:
1. Foundation design and details

2. Tank floor (bottom), walls and roof components
3. Tank, roof, and shell openings.
4. Safety railings and ladders.
5. Plans, elevations, sections, details, and attachments to other work.
6. Structural analysis data.

D. Any fabrication and/or delivery of material prior to approval of the shop drawings shall be at the Supplier's and/or Contractor's risk.

1.6 The Contractor shall furnish information documenting the experience of the tank manufacturer indicating the number of tanks of similar size built and placed in service over the past five (5) year period. **QUALITY ASSURANCE**

- A. The company constructing the tank(s) shall be a company and/or firm with at least five (5) years of experience in the design, fabrication and erection of shop welded A316 stainless steel tanks, and shall provide satisfactory evidence that it has the skill, reliability and financial stability to build and guarantee the tank(s) in accordance with the quality required by these specifications. The company constructing the tank(s) shall have built and completed these installations in its own name, and be presently responsible for, a minimum of 10 shop welded steel tanks which meet these specifications, and which are now giving satisfactory service.
- B. The company shall have on its staff a full time professional engineer licensed in the state where the tank(s) will be erected, who shall have no less than five (5) years of experience in the design and field construction of shop welded stainless steel tanks, and who shall be in responsible engineering charge of the work to be done. All shop drawings, working drawings, design calculations and other structural data for fabrication and erection of surface water-storage tanks shall carry the seal and signature of such professional engineer.
- C. All workmanship shall be of excellent quality. The tank construction company shall have on its staff and utilize in the erection of the tank(s) specified herein, workmen well qualified in their respective trades.
- D. Comply with AWWA D100, "Welded Steel Tanks for Water Storage," and with AWWA M42, "Steel Water-Storage Tanks," for welded-steel, surface water-storage tanks and with NSF/ANSI 61 and other applicable specifications and recommendations.

1.7 **DELIVERY**

- A. All stainless steel plates, members and miscellaneous parts shall be packaged for shipment in such a fashion to prevent abrasion or scratching of the finished coating system.

1.8 WARRANTY

- A. The work covered by this section of the specifications shall be guaranteed by the Contractor for a period of at least one (1) year from the date of final acceptance by the Owner against faulty design, defective materials, and faulty workmanship. Upon receipt of notice from the Engineer or the Owner of failure of any part of the work during the warranty period, the affected work shall be repaired or replaced promptly at the expense of the Contractor.
- B. The tank construction company shall guarantee workmanship and materials on the complete structural portion of the tank(s) for a five (5) year period from date of acceptance of the work. In case leakage or other defects appear within the five (5) year period, the tank construction company shall promptly repair the tank(s) at its own expense upon written notice by the Engineer or the Owner that such defects have been found. Leakage is defined as a flow of liquid or moisture appearing on the exterior of the tank or around the foundation, the source of which is from the inside of the tank excluding water lost through faulty or open isolation valves. Leakage will be calculated by measuring the water level in the tank over a 48-hour period. Any difference in water level over the 48-hour period will be considered leakage.

PART 2 - PRODUCTS

2.1 WELDED-STEEL RESERVOIRS AND STANDPIPES (GENERAL)

- A. Description: The materials, design, fabrication and erection of the field welded steel tank(s) shall conform to the standards of AWWA D100, AWWA M42, NSF 61, and NFPA 22 where applicable with the exception that all tanks shall be manufactured using minimum ¼-inch thickness plate A316 stainless steel. Note that A36 carbon steel tanks are not permitted for this project.
- B. The tank supplier is responsible for the design and installation of cathodic protection for the tank(s).
- C. All materials and equipment utilized in the construction of the storage tank and related appurtenances shall be new, in excellent condition and subject to adequate inspection and testing in accordance with accepted standards.
- D. All steel plate and structural shapes shall conform to the requirements of AWWA D100, Section 2 and/or NSF 61 where applicable. Stainless steel sheets shall be 316 and shall have a minimum thickness of ¼-inch.
- E. Structural bolts shall conform to the requirements of ASTM A307. Bolt connections shall incorporate white EDPM gasket material.

- F. Welding electrodes shall conform to the requirements of applicable ASTM codes for stainless steel welding construction.

2.2 COATING SYSTEM

- A. Not Applicable for stainless steel tanks.

2.3 FOUNDATIONS

- A. All flat bottom tank foundations shall conform to the Standards of AWWA D103 Sections 8.5 and 11.
- B. Reinforcing steel in foundations shall comply with requirements of ACI 318.
- C. The floor/foundation design shall be for reinforced concrete with a minimum of four (4) anchor points for each tank. The tank foundation pad shall not exceed one-eighth (1/8) inch across the width of the slab. The contractor shall provide and install an acceptable water drainage matt material under the bottom of the tank and between the concrete foundation. The material shall be specified and detailed by the tank supplier. The Contractor erecting the tanks shall provide and install the material.

2.4 ACCESSORIES AND APPURTENANCES

- A. Accessories and appurtenances for the tank are detailed on the project drawings. As a minimum accessories and appurtenances shall be provided with the storage tank(s) in accordance with the latest revision of AWWA D103 Section 5:
 - 1. One (1) access manway near the bottom of the tank(s). The access manway shall be located a minimum of 24-inches above the bottom of the tank and the foundation. The manway shall be either circular, with a minimum diameter of 24 inches, or square, with a minimum side length of 24 inches
 - 2.
 - 3. Provide inlet and outlet pipe assembly as shown on the drawings with 150 pound ANSI flanges extending through the tank wall at the locations shown on the drawings. Pipe shall be welded stainless steel (schedule 80). All fittings shall be flanged for non-buried applications and mechanical joint with joint restraint for buried installations.
 - 4. One (1) internal overflow pipe assembly with 150 pound flange at the base of the tank between wall and floor plates. Overflow pipe shall be the size shown on the drawings and, include a base 90 degree bend with vertical pipe extending through the tank wall. The overflow pipe shall extend to the specified capacity line, have a flared section at the top. Provide lateral supports at a minimum of 8-feet on center for the overflow pipe. Pipe shall

be welded stainless steel (schedule 80) One (1) drain pipe assembly at the base of the tank between wall and floor plates. Drain shall be the size shown on the drawings and shall have a 150 pound flange. Piping shall be welded stainless steel (schedule 80).

5. A finial designed to safely vent the tank(s) during maximum rate filling or draining. The finial shall be located at the top of the tank(s) and shall be rainproof and screened with a non-corrosive material to prevent the access of birds, insects or other wildlife.
6. A stainless steel exterior ladder, extending from a point 2'-0" above the finished grade to the top of the tank(s) with a lockable gage door to prevent access to the ladder by unauthorized personnel. The lockable door shall have a minimum height of 10'-0".
7. A stainless steel interior ladder, extending from the tank floor to the roof hatch.
8. An approved rainproof access hatch on top of the tank(s) approximately 24 inches square with a curb at least 4 inches high with the hatch overlapping the roof opening at least 2 inches on all sides. The access hatch shall be located adjacent to the ladders and shall readily open in the direction of roof rise. The access hatch shall be installed a minimum of 12 inches above the overflow level and shall be provided with a locking hasp. A handrail shall be installed around the hatch area.
9. A full travel float type indicator shall be furnished which shall indicate the water level by a traveling target on the exterior of the tank(s). Additional accessories, if indicated on the drawings, may also be required.

2.5 NAMEPLATE

A. A stainless steel nameplate shall be installed on the tank(s) using a vertical, flat ¼-inch thick steel mounting plate. The nameplate shall be tooled and chiseled with raised letters having a border of a minimum size to adequately contain the lettering as indicated herein. The nameplate shall be free of blow holes and imperfections and shall be mounted using tamper proof fasteners. The nameplate shall be affixed to the tank exterior sidewalk at a location approximately five (5) feet from grade elevation in a position of unobstructed view. The nameplate shall contain at least the following, using Gothic Type lettering at least 5/8-inches in height:

1. Tank capacity.
2. Tank diameter.
3. Tank height.
4. High water level.
5. Tank manufacturer.
6. Year erected.
7. Tank service number.

PART 3 - EXECUTION

3.1 GROUND-MOUNTED STEEL WATER-STORAGE TANK INSTALLATION

A. Erection:

1. The tank foundation(s) shall be designed by the tank manufacturer. The floor shall be designed by the tank manufacturer and shall conform to AWWA D103, latest revision. The tank floor must slope to the tank drain.
2. Tank roof shall be the manufacturer's standard, designed in accordance with AWWA D103, latest revision.

3.2 CONNECTIONS

- A. Piping installation requirements are specified in Division 33 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect tanks to water-distribution piping.
- C. Connect drains to storm-drainage or discharge piping as indicated on Drawings.
- D. Ground equipment and connect wiring according to electrical requirements.

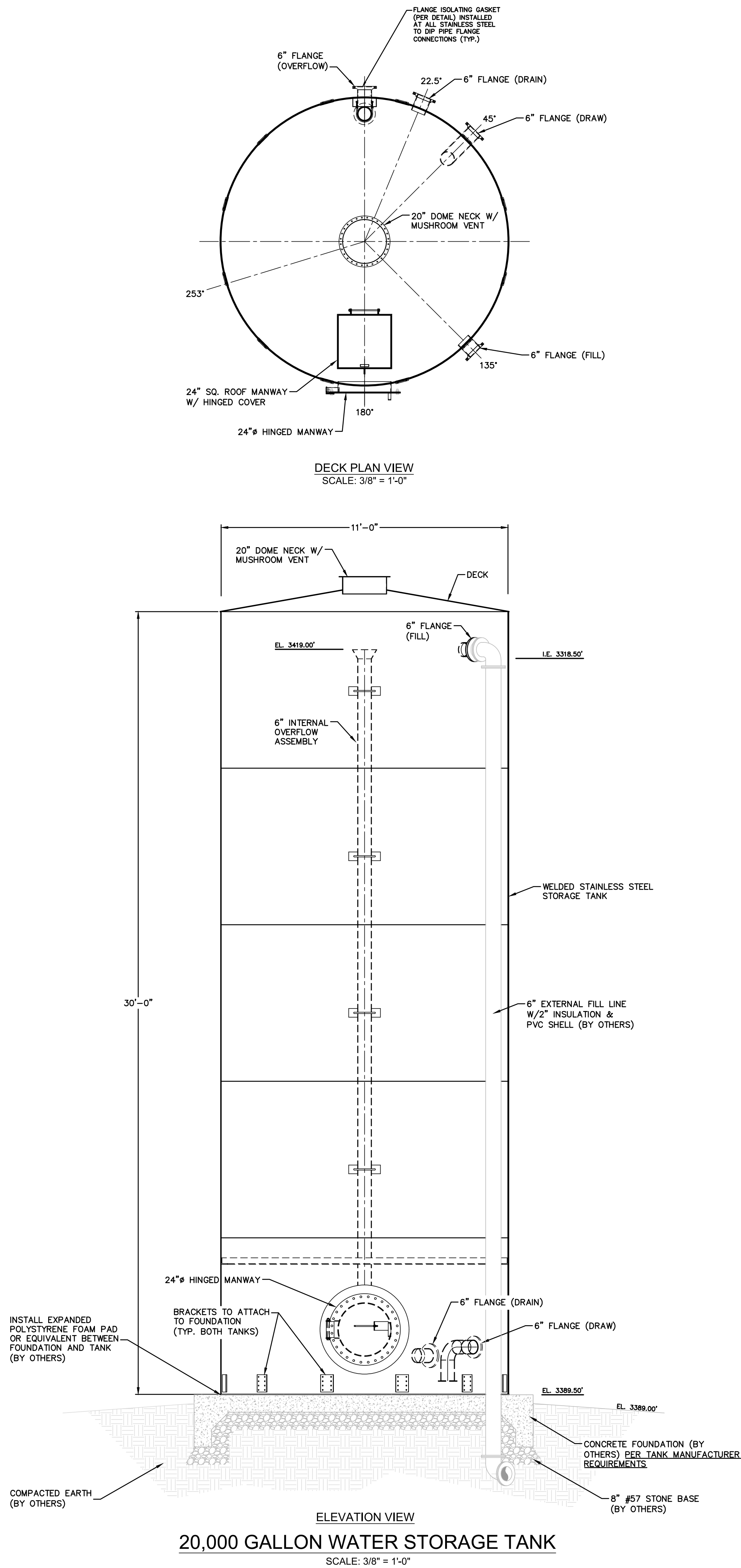
3.3 FIELD QUALITY CONTROL

- A. Testing: Upon completion of the erection and cleaning of the tank(s), the structure(s) shall be filled with water and any leaks or other defects found shall be repaired and made tight to the satisfaction of the Engineer. Testing shall not occur until the sealant has fully cured. Water for one (1) test will be provided by the Owner at no cost to the Contractor. Additional water required for testing will be provided by the Owner at a cost to the Contractor based on the Owner's prevailing rate structure. The filling of the tank(s) for testing purposes will be in accordance with the Owner's schedule for available water. The tank(s) shall be filled to the overflow level and all inlet/ outlet and drain valves shut. The water level shall be measured for a 48-hour period. Any change in water level over the test period will be considered unacceptable. No measurable leakage of the finished tank(s) will be allowed.
- B. Final Inspection: When the Contractor considers that all work has been completed, he shall notify the Engineer who will arrange for a final inspection of the work with representatives of the Owner, Engineer and Contractor in attendance. These representatives will thoroughly inspect the work and satisfy themselves that all provisions of the contract have been satisfactorily carried out.

END OF SECTION 221221

APPENDIX A

L:\Broadstreet\Drawings\2017\17.00376\Design\Water\Drawings\17.00376 Design 19Aug2019.dwg 9/13/2019 10:15 AM IVAN MESSINA



NO.	DATE	BY	REVISION DESCRIPTION

McGill

ASOCIATES

ENGINEERING · PLANNING · FINANCE

55 BROAD STREET ASHEVILLE, NC 28801 PH. (828) 252-0575 FIRM LICENSE # C-0459

Professional Engineer
MICHAEL J. MCGILL
0244487
NORTH CAROLINA
09/12/19

CHESTNUT WALK
WATER STORAGE TANK REPLACEMENT

TOWN OF WAYNESVILLE
HAYWOOD COUNTY, NORTH CAROLINA

WATER STORAGE TANK
DETAILS

SHEET
C-102

JOB NO.: 17.00376
DATE: SEPT. 2019
DESIGNED BY: MTD
CADD BY: IMM
DESIGN REVIEW: _____
CONST. REVIEW: _____
FILE NAME: 17.00376 Design
19Aug2019.dwg

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: Jan. 14, 2020

SUBJECT: Award of RFQ and Fee for Engineering Services: Hydraulic Modeling / Fire Flow Mapping

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C9
Department: Public Services / Fire Department
Contact: Jeff Stines, Joey Webb, Preston Gregg
Presenter: Jeff Stines, Joey Webb

BRIEF SUMMARY:

As part of last year's budget request, Public Works and the Fire Department identified the need to map available fire flows by developing a hydraulic model of the Town's water distribution system. This project will significantly reduce staff time required to test fire hydrants annually and will assist the fire department with ratings and inspections by the office of the State Fire Marshal. It will aid Town staff in prioritizing new capital improvement projects and help determine available pressures and flow for new development proposed in Waynesville.

An RFQ for engineering services was issued. The following firms responded:

- McGill & Associates
- Bell Engineering
- Hazen & Sawyer
- Vaughn & Melton

McGill & Associates stood out among the group of responses. They're local presence added value to this project, in addition to, they have already completed various hydraulic grade line studies for the Town over the years, they hold all the GIS data for utilities for the Town and were involved in the annexation study of Lake Junaluska which covers part of Waynesville's fire service area.

MOTION FOR CONSIDERATION: To award contract to McGill & Associates in the amount of \$55,500.

FUNDING SOURCE/IMPACT:

Water Maintenance – Professional Services (617121-521990)
Fire Department – Professional Services (104340 – 521990)

ATTACHMENTS:

- McGill & Associates contract

MANAGER'S COMMENTS AND RECOMMENDATIONS: Award contract to McGill & Associates as presented.

AGREEMENT FOR ENGINEERING SERVICES

This **AGREEMENT FOR ENGINEERING SERVICES** is made and entered into this the 3rd day of January 2020, by and between the Town of Waynesville (**OWNER**) and **McGill Associates, P.A. (ENGINEER)**.

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the project entitled *“Development of Water System Hydraulic Model for ISO Compliance Assistance”*.

WHEREAS, the ENGINEER desires to provide professional planning, and engineering services in accordance with this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the project; serve as OWNER's professional engineering representative for the project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide all necessary personnel required in performing the project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the project shall be fully qualified under North Carolina law to perform such services.
- 1.3 The ENGINEER shall seek and obtain authorization from the OWNER before proceeding with the project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.4 The ENGINEER shall comply with existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include requirements hereunder in any subcontract written by him in association with this agreement.

SECTION 2 - BASIC SERVICES

2.1 Study Phase

Project Description: The project consists of the development of a computerized hydraulic model of the town's water distribution system for the areas served utilizing existing GIS information to be provided by the Owner. Model calibration will be based upon historic flow information provided by the Owner. Develop a final report to indicate the anticipated fire flow available at each of the water distribution system fire hydrants for use by the Waynesville Fire Department for ISO compliance. The model may also be utilized by the Public Utility Department for evaluation of future development adjacent to the water distribution system and the ability to provide service.

- 2.1.1 Meet with the Town of Waynesville Public Utility and Fire Department staff to determine the scope of the computerized hydraulic model of the town's water distribution system.

- 2.1.2 Prepare a computerized hydraulic model of the town's water distribution system for water lines 6-inch diameter and greater from GIS and shapefile information provided by the Owner.
- 2.1.3 Average daily flow demands provided by the Owner will be distributed to various nodes of the hydraulic model to simulate current distribution system operations. Note that this scope includes the use of current system demands only. Future demand projections and their impact to fire flows or other system parameters is not included. It is assumed that the model will be updated as necessary (such as for future ISO updates) under separate agreement(s).
- 2.1.4 Meet with Owner staff to review the hydraulic model and the assumptions made as to flow distributions and to verify fire hydrant locations.
- 2.1.5 All model simulations for the system will be computed utilizing steady-state simulations with average or maximum day demands plus fire flow. No extended period simulations will be performed.
- 2.1.6 Calibrate the hydraulic model utilizing fire hydrant flow information provided by the Owner. If necessary, the Engineer will provide a maximum of ten (10) additional hydrant flow test for the purpose of model calibration.
- 2.1.7 Summarize the findings of the hydraulic model simulation into a final study document with tabular representation of available fire flow at system fire hydrants. Provide the Owner three (3) hard copies, an electronic copy of the final report, and an electronic copy and large-scale color map of the distribution system with nodes.
- 2.1.8 The Engineer will maintain a copy of the Water system Hydraulic model for future use by the Owner. A copy of the completed model will not be provided to the Owner.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this agreement.

- 3.1.1 Additional services resulting from significant changes in general scope of the project, but not limited to changes in size and/or complexity of the hydraulic model, or the OWNER 's schedule.
- 3.1.2 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the project.
- 3.1.3 Additional services in connection with the project, including services normally furnished by the OWNER and services not otherwise provided for in this agreement.

SECTION 4 – OWNER’S RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to its requirements for the project.
- 4.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the project including previous documents and any other data relative to evaluation of the project.
- 4.3 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this agreement.

- 4.5 Designate a person to act as OWNER 's representative with respect to the work to be performed under this agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER 's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement. Identify the project steering committee members and contact information.
- 4.6 Examine documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.7 Provide such legal, accounting and insurance counseling services as may be required for the project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 4.8 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the project.
- 4.9 Furnish or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this agreement or other services as required.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the design of the project is delayed significantly for reasons, beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation. It is expressly understood by all parties to the agreement that a delay of several months may occur between completion of design and commencement of construction. This shall not be considered significant.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 Payment for Basic Services

- 6.1.1 The OWNER will pay the ENGINEER for Basic Additional Services as outlined in Section 2, a Lump Sum Amount as follows:

Task 2.1– Lump Sum Fee	\$55,500
-------------------------------	-----------------

6.2 Payment for Additional Services

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

6.3 Times of Payment

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for all services rendered under this agreement.

6.4 General

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER for his services and expenses within sixty (60) days after receipt of the ENGINEER's bill therefore, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this agreement until he has been paid in full all amounts due him on account of his services and expenses.
- 6.4.2 If the agreement is terminated, at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this agreement is terminated during any phase of the Basic Services, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of termination, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER will be paid for any unpaid reasonable reimbursable expenses.
- 6.4.3 If, prior to termination of this agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three (3) months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service, except for suspension of work due to breach of the terms and conditions of the agreement by ENGINEER..

SECTION 7 - GENERAL CONDITIONS

7.1 Termination

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this agreement; or if the services called for in this agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this agreement or any task or phase of work being performed herein by providing thirty (30) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination. Termination of the agreement by OWNER pursuant to this paragraph 7.1.1 shall not limit the OWNER'S right to pursue any legal or equitable remedy for damages available under the law.

7.2 Ownership of Documents

- 7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of

which the OWNER will use them solely in connection with the project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale.

7.3 Opinions of Probably Cost

- 7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost (cost estimates) for cost for the project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the project construction cost will not vary from cost estimates prepared by him.

7.4 Insurance and Claims

- 7.4.1 The ENGINEER will secure and maintain such insurance as will protect him and the OWNER from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in a form and substance approved by the OWNER prior to the policies being put into effect and shall be in an amount not less than one million dollars (\$1,000,000) and shall name the OWNER as an additional insured.

7.5 Successors and Assigns

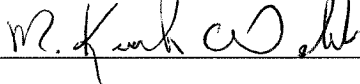
- 7.5.1 The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.6 Entire Agreement

7.6.1 This agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By:  _____

M. KEITH WEBB
Vice President

Town of Waynesville

By: _____

Rob Hites
Manager

ATTACHMENT A - BASIC FEE SCHEDULE

BASIC FEE SCHEDULE

August 2019

<u>PROFESSIONAL FEES</u>	<u>Current Rate</u>
Firm Principal	\$205.00
Program Services Manager I	\$160.00
Program Services Manager II	\$170.00
Senior Project Manager I	\$170.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$185.00
Project Manager I	\$150.00
Project Manager II	\$160.00
Project Engineer I	\$110.00
Project Engineer II	\$120.00
Project Engineer III	\$140.00
Engineering Associate I	\$ 90.00
Engineering Associate II	\$ 95.00
Engineering Technician I	\$ 90.00
Engineering Technician II	\$100.00
Engineering Technician III	\$110.00
Environmental Specialist I	\$ 85.00
Environmental Specialist II	\$ 95.00
Electrical Engineer I	\$110.00
Electrical Engineer II	\$120.00
Electrical Engineer III	\$140.00
Electrical Engineering Associate I	\$ 90.00
Electrical Engineering Associate II	\$ 95.00
Electrical Engineering Technician I	\$ 90.00
Electrical Engineering Technician II	\$100.00
Electrical Engineering Technician III	\$110.00
Mechanical Engineer I	\$110.00
Mechanical Engineer II	\$120.00
Mechanical Engineer III	\$140.00
Mechanical Engineering Associate I	\$ 90.00
Mechanical Engineering Associate II	\$ 95.00
Mechanical Engineering Technician I	\$ 90.00
Mechanical Engineering Technician II	\$100.00
Mechanical Engineering Technician III	\$110.00
CADD Operator I	\$ 80.00
CADD Operator II	\$ 85.00

CADD Operator III	\$ 90.00
Construction Services Manager I	\$130.00
Construction Services Manager II	\$145.00
Construction Administrator I	\$ 95.00
Construction Administrator II	\$105.00
Construction Administrator III	\$115.00
Construction Field Representative I	\$ 85.00
Construction Field Representative II	\$ 90.00
Construction Field Representative III	\$ 95.00
Construction Services Coordinator	\$ 80.00
Planner I	\$100.00
Planner II	\$115.00
Planner III	\$135.00
Planner IV	\$145.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 75.00
Survey Technician II	\$ 82.00
Survey Field Technician I	\$ 60.00
Survey Field Technician II	\$ 65.00
Survey Field Technician III	\$ 70.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 80.00
Accounting Assistant (I-II)	\$ 80.00

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: January 14, 2020

SUBJECT: Request approval of NC 457(b) Deferred Compensation Plan

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C10
Department: Administrative Services
Contact: Amie Owens, Assistant Town Manager
Presenter: Amie Owens, Assistant Town Manager

BRIEF SUMMARY: The Town has previously offered a 457(b) deferred compensation plan for its employees. Unfortunately, there has been minimal participation in previous years. At the present time, there are only 5 participants in the program.

This program is different from the 401(k) in that it allows for full-time and part-time employees to participate, does not require matching from the Town and there is already a code in the payroll system for deductions. Due to some changes to the plan, a resolution is required by the Board to allow new enrollment in the plan.

If approved, the plan would be available to employees with the open enrollment in June 2020 with a July 1, start date for contributions. Existing participants could roll their previous contributions into the new plan and will be receiving information related to their options via mail from the NC Retirement System in March/April.

This is a way for the Town to provide a benefit for part-time employees that they had previously not had access to and another option for our full-time staff related to their retirement contributions.

MOTION FOR CONSIDERATION: To approve the Resolution to Adopt A Qualified Defined Contribution Plan (NC 457) for the Employees of the Town of Waynesville.

FUNDING SOURCE/IMPACT: No funding required. Voluntary program for employees.

ATTACHMENTS:

- Plan Document

MANAGER'S COMMENTS AND RECOMMENDATIONS: Recommend approval.

OPERATIONAL REQUIREMENTS FOR EMPLOYERS

SUPPLEMENTAL RETIREMENT INCOME PLAN OF NORTH CAROLINA

(NC 401(k))

And

NC PUBLIC EMPLOYEE DEFERRED COMPENSATION PLAN (NC 457)

The State of North Carolina Supplemental Retirement Board ("Board") and the North Carolina Retirement Systems Division of the Department of State Treasurer ("Treasurer") selected Prudential Retirement Insurance and Annuity Company (PRIAC) as the Third-Party Administrator of the Supplemental Income Plan of the State of North Carolina and the NC Public Employee Deferred Compensation Plan ("Plans"). The Board and the Treasurer have entered into an agreement with Prudential under which Prudential has agreed to provide administration and communication services for the Plan (the "Contract"). To enable Prudential to provide such services on behalf of an employer which elects to implement one or both of the Plans for its employees ("Employer"), the Employer confirms that it will provide the information and support described below. The term "Plan" throughout these Requirements, shall mean each plan elected by the Employer, as indicated on the last page.

ARTICLE I

RESPONSIBILITIES OF THE EMPLOYER

A. Implementation of Plan(s)

1. The Employer confirms that it made the decision to implement the Plan via resolution. The employer agrees to provide a copy of such resolution, if available, to Prudential.
2. The Employer will designate a coordinator for each unit to work with Prudential to select enrollment dates, determine the number of meetings needed and what employee notification

of meetings will be required, and to make other decisions necessary to hold successful enrollment meetings.

3. The Employer will provide time for its employees to attend an enrollment meeting. The Employer agrees that employees representing all employee pay grades will be given the opportunity to attend the meetings. The Employer understands that the meetings are an important resource in making employees aware of their opportunity to participate in the Plan(s).

4. The Employer will provide a facility to conduct enrollment meetings for its employees.

5. The Employer will publicize the meetings to all its employees by internal publication, meeting notices provided by the Third-Party Administrator and through other media agreed to by its coordinator and the Third-Party Administrator.

B. Operation of Plan(s)

1. The Employer will have sole responsibility for determining which of its employees are eligible to participate in the Plan(s) in accordance with eligibility requirements established by the Plan or North Carolina General Statutes or the Employer, where applicable, both with respect to elective deferral contributions and with respect to sharing in the allocation of any Employer contributions made pursuant to Article VII. The Employer will advise the Third-Party Administrator each month of any "new enrolled" employee who is eligible to participate in the Plan(s). The Employer also will advise the Third-Party Administrator each month of any participant in the Plan(s) who has terminated their employment, the date of termination, and the reason for the separation from service.

2. The Employer will provide payroll deductions for all contributions to the Plan(s) and all loan repayments to the Plan. The Employer will modify its payroll application to comply with specifications required by the Third-Party Administrator of the Plan(s). This includes the

format of the deduction report for the delivery of contributions and loan repayments to the Third-Party Administrator. The Employer will notify the Third-Party Administrator of any changes in payroll frequency, the frequency of payroll deductions, or change in status.

3. The Employer will deliver the remittance files, loan payment files, and the funds for these reports to the location provided by the Third-Party Administrator.

4. The Employer agrees that employee voluntary contributions to the Plan and loan repayments will not be suspended, modified or terminated for a participant unless so instructed by the Third-Party Administrator based on the participant's actions with the Third-Party Administrator.

5. The Employer agrees to comply with all operating procedures established by the Third-Party Administrator of the Plan(s). It understands that the procedures may be modified or revised from time to time, and the Employer agrees to comply with revisions and modifications without delay upon receipt of adequate notice of such modifications.

6. The Employer will inform the Third-Party Administrator in advance of any changes in the Employer's benefit or compensation programs that affect the operation or administration of the Plan(s).

7. With respect to Sworn Law Enforcement Officers, the Employer agrees that if Employer contributions are not remitted in a timely manner and as a result, the Court Cost allocations are not made, the Employer will be solely responsible for remitting the funds necessary to make up the missing Court Costs (applies to Supplemental Income Plan of the State of North Carolina).

8. The Employer may request that the Third-Party Administrator refund a contribution made within the preceding 12 months on account of a mistake of fact, as defined by the Internal Revenue Service, and the Third-Party Administrator will grant such request.

9. The Employer will furnish the Third-Party Administrator all documents, data and other information necessary for the Third-Party Administrator to perform its duties under this Agreement. The Employer will be solely responsible for the accuracy of any documents, data, or other information provided to the Third-Party Administrator by the Employer or by any other person or entity having responsibilities with respect to the Plan(s). If the Employer fails to provide any such requested information, the Third-Party Administrator will be obligated to perform its duties under this Agreement only insofar as it is able to do so with the information available. All information required to be furnished by the Employer will be transmitted in the medium and form acceptable to the Third-Party Administrator. The Third-Party Administrator will be entitled to rely fully on the accuracy and completeness of information submitted by the Employer and will have no duty or responsibility to verify such information.

10. The Employer will comply with the Uniformed Service Employment and Re-employment Rights Act of 1994 regarding participation in the Plan by participants with military service. The Plan(s) allows an Employer to permit an employee who meets the criteria of the Uniformed Service Employment and Re-employment Rights Act of 1994 the opportunity to "catch-up" salary deferrals to the Plan that were not made during the time they were on active duty. Loan repayments are suspended during the period the Plan(s) participant is on active duty.

ARTICLE II

RESPONSIBILITIES OF THE THIRD-PARTY ADMINISTRATOR

A. Implementation of Plan(s)

1. The Third-Party Administrator will assist the Employer's coordinator in scheduling enrollment meetings, provide the employer with meeting notification materials, including but not limited to posters, handbills, press release-type articles and payroll stuffers that are mutually acceptable to the Employer coordinator and the Third-Party Administrator.

2. The Third-Party Administrator will present the Plan(s) and its benefits to the employees and enroll them in the Plan(s).

3. The Third-Party Administrator will provide brochures, enrollment forms, payroll deduction authorization forms, withdrawal forms, loan applications and other forms relating to loans, as well as other forms needed to fulfill the duties as Third-Party Administrator. For purposes of this paragraph, "form" will also mean a facility for electronic processing of participant requests.

B. Operation of Plan(s)

The Third-Party Administrator will provide the services described below, as required under the Contract:

1. The Third-Party Administrator will maintain a record of each participant's contributions and will invest his/her contribution in the fund(s) selected by the participant.

2. The Third-Party Administrator will provide the participant with a quarterly statement of his/her account, which shows the value of the participant's account.

3. The Third-Party Administrator will allow the participant to borrow from his/her account when he/she has complied with the eligibility requirements established by the Third-Party Administrator and the Plan as permitted by federal regulations, the Plan and the Third-Party Administrator.

4. The Third-Party Administrator will provide the participants withdrawal options including lump sum distribution and periodic payments in accordance with the Plan(s) and the Code.

5. The Third-Party Administrator will provide participants in the Plan(s) who become entitled to receive a distribution from the Plan with all appropriate notices and election forms concerning such distribution. The Third-Party Administrator is responsible for proper reporting of all distributions from the Plan(s) and the withholding of income taxes as required by the Plan(s) and the Code.

6. The Third-Party Administrator will provide administrative and operating procedures for the Employer.

ARTICLE III

PLAN(S) PARTICIPATION

The Employer and the Third-Party Administrator jointly agree to promote the Plan(s) and encourage participation in the Plan(s) by all pay grades of the Employer. This will require that initial enrollment meetings be held with all eligible employees to ensure that they are aware of the benefit and value of participating in the Plan(s). The Employer agrees to promote the Plan(s) on an on-going basis by conducting periodic meetings with eligible employees, utilization of posters, newsletter articles, payroll stuffers, and other agreed upon communications.

ARTICLE IV

TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement upon giving six months advanced written notice to the other party, provided that the non-terminating party may waive such notice requirement. The termination of this Agreement *does not* terminate the Plan(s) in which the Employers' employees are participating or require a distribution of accounts of the participating employees from the Plan(s). The termination of this Agreement relieves the Employer from taking deductions and loan repayments from the participating employee's pay and remitting them to the Third-Party Administrator.

2. The State may terminate the Plan(s) at any time through the enactment of laws.

3. This Agreement will terminate if the State terminates its Agreement with Prudential by which Prudential is obligated to serve as Third-Party Administrator.

4. This Agreement will terminate if the Trustees discontinue the Plan(s).

ARTICLE V
EMPLOYER PAID CONTRIBUTIONS

The Employer may, in its discretion, make contributions to the Plan(s) on behalf of its eligible employees upon approval by the Third-Party Administrator. If an Employer requests approval for applying Employer-paid contributions to the Plan(s) (other than those mandated by law), the exact nature and application of the proposed contribution allocation method will be described in writing and submitted to the Third-Party Administrator to review.

If a proposed Employer contribution is found to be within guidelines of the Code, and the Plan(s) document, and compatible with operational procedures as provided by the Third-Party Administrator of the Plan, the Employer contribution will be implemented on such date as agreed upon by the Employer and the Third-Party Administrator. The Employer agrees to comply with reporting procedures outlined by the Third-Party Administrator.

The Employer further agrees to remit payroll deductions for Plan(s) contributions, loan repayments and any employer contribution to the Plan(s) on behalf of the employee participating in the Plan(s), to the Third-Party Administrator on the same frequency of the payroll, but no less than once each month.

In the event an Employer proposes to implement an Employer contribution on a match basis or an Employer contribution that does not otherwise provide a proportionate benefit for all eligible employees regardless of length of service or job classification, review and approval by the Third-Party Administrator is required.

Once an Employer contribution to the Plan(s) has been established in accordance with the above, the Employer agrees to advise the Third-Party Administrator in advance of any proposed change in the Employer contribution. The Third-Party Administrator will inform the Employer whether the proposed change is acceptable based upon the Code, the Plan(s) document, and the Third-Party Administrator's operating procedures. If the Employer contribution is found to be

within the Code, and the Plan(s) document, and compatible with operational procedures as provided by the Third-Party Administrator of the Plan(s), the Employer is required to provide the Third-Party Administrator with a written description of the employer contribution to include the effective date of the change, the employee group covered, and the rate and method of allocation.

ARTICLE VI

MISCELLANEOUS

1. All times specified will be the current Eastern Time.
2. The Employer will make available to the Third-Party Administrator, the Department of the State Treasurer, and an auditor appointed by the Third-Party Administrator or the Board of Trustees its records of contributions and loan payments submitted to the Plan(s) for the purposes of an audit. The Employer will also make available its documents pertaining to its employees' deferral elections and other documents deemed necessary by the Third-Party Administrator to audit the Plan(s).

I agree to the terms set forth above with respect to the Plan indicated below:

_____ Supplemental Retirement Income Plan of North Carolina

_____ NC Public Employee Deferred Compensation Plan

AGREED TO BY:

Name of Employer (Please Type or Print)

By: _____
(Signature)

(Please Type or Print Name Signed Above)

Its: _____
(Please Type or Print Official Title)

Date: _____

PRUDENTIAL

By: _____

Date: _____

RESOLUTION # R-01-20

A RESOLUTION APPROVING

A QUALIFIED DEFINED CONTRIBUTION PLAN (NC 457)

FOR THE EMPLOYEES OF THE TOWN OF WAYNESVILLE

WHEREAS, the Town of Waynesville Board of Aldermen wishes to provide a qualified defined contribution plan to the employees of the Town of Waynesville; and

WHEREAS, the State of North Carolina has established the North Carolina Public Employee Deferred Compensation Plan, a qualified governmental Deferred Compensation Plan under Internal Revenue Code § 457(b) for public employees of North Carolina.

NOW THEREFORE, BE IT RESOLVED that the Town of Waynesville has adopted the North Carolina Public Employee Deferred Compensation Plan also known as “NC Deferred Comp” under the terms of the Plan Document and the Third-Party Administrator Agreement. All employees shall become eligible to defer compensation effective July 1, 2020.

Adopted this 14th day of January 2020.

TOWN OF WAYNESVILLE

Gary Caldwell
Mayor

ATTEST:

Eddie Ward
Town Clerk

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: January 14, 2020

SUBJECT: Report to Board on Feasibility of Printed Quarterly Newsletter

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C11
Department: Administrative Services
Contact: Amie Owens, Assistant Town Manager
Presenter: Amie Owens, Assistant Town Manager

BRIEF SUMMARY: The last printed Town of Waynesville newsletter was done for May/June 2015. At the beginning of FY 2016, due to the cost of the printing/postage, the practice of printing a newsletter was discontinued. Instead, with the implementation of a new website, information would be included there and sent out via regular press releases.

Information related to the cost of the previous newsletter, the estimated information for a printed newsletter done outside of the town, done in house is included for the Board's review. The staff feels that communicating with the public is paramount but offers an alternative to a quarterly printed newsletter.

MOTION FOR CONSIDERATION: N/A – await board direction

FUNDING SOURCE/IMPACT: See spreadsheet – estimated cost from General Fund - \$34,000 annually.

ATTACHMENTS:

- Spreadsheet with cost information

MANAGER'S COMMENTS AND RECOMMENDATIONS: Await Board direction.

Feasibility of a Quarterly Printed Newsletter

Last printed newsletter was for May/June 2015

Total printing and mailing costs	\$4,550.00
----------------------------------	-------------------

Development of Newsletter

Staff Time for information and formatting (8 hours Asst Mgr and Clerk)	\$450.00
--	----------

One Time Fee for Mail Permit - annually	\$345.00
---	----------

Cost for Printing and Mailing (using outside source)

Estimated Printing Costs for the 8,500 required for just customers (\$.50 each) (4 page set up)	\$4,250.00
---	------------

Additional copies (1,500 for public areas)	\$750.00
--	----------

Postage for 8,500 pieces under bulk mailing rate (\$.29 each)	\$2,465.00
---	------------

Cost for service like Mail Management to label the pieces with addresses	\$255.00
--	----------

TOTAL COSTS - one printing	\$8,515.00
-----------------------------------	-------------------

TOTAL COSTS - Annually	\$34,060.00
-------------------------------	--------------------

In-house printing

Due to the fact that the utility bills are postcards, space is limited where information can be added. If the utility bills were full sized, information could be inserted as needed. However, this changes the cost of the postage from \$0.39 each to \$0.50 each increasing the budget annually for postage even without inserting information. The equipment used for the sealing of envelopes and the folding of information would need to be replaced at a cost of approximately \$10,000 and staff would still have to stuff all of the envelopes making it an even more costly endeavor. Additional staff would be required due to the enormity of the task.

Not a feasible option

Recommendation: Continue to publish information on the website and in the newspaper via press releases and continue to use the Everbridge notification system. On a bi-annual basis beginning in July 2020, publish a one page two-sided flyer that could be placed in public areas such as Finance office, Recreation Center and downtown kiosks. This would provide basic budget information, holiday and trash schedules and events for the next six months.

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 11, 2020

SUBJECT: Call for a Public Hearing to consider the adoption of a resolution urging the passage of House Bill 655 – NC Health Care for Working Families.

SUMMARY: In thinking about how we could improve the homelessness situation in Waynesville, I am inspired by an action taken by the Graham County Board of Commissioners—consisting of four Republicans and one Democrat—on August 26, 2019. The commission voted unanimously to express their full support for House Bill 655 – NC Health Care for Working Families.

It is well documented that physical and mental health problems and homelessness are inextricably linked. For example, a post on the National Alliance to End Homelessness website titled “What Causes Homelessness” states:

“An acute physical or behavioral health crisis or any long-term disabling condition may lead to homelessness; homelessness itself can exacerbate chronic medical conditions.

Conditions such as diabetes, heart disease, and HIV/AIDS are found at high rates among the homeless population, sometimes three to six times higher than that of the general population.

The issue of opioid abuse has risen to a level of national crisis...the rate of opioid-related deaths has tripled since 2000...Substance use disorders are known risk factors for homelessness, and substance abuse and overdose disproportionately impact homeless people.”

Currently, some 500,000 North Carolinians are unable to afford health insurance, even though most are working. This creates an untold number of problems, including, making it more difficult to address the opioid crisis, increasing both infant and maternal mortality, and straining our rural hospitals. Moreover, it is reasonable to conclude that the lack of health insurance by so many in this state contributes significantly to homelessness in our community.

In our ongoing effort to reduce homelessness in Waynesville, it is imperative that all possibilities be considered. For individuals and families who experience homelessness, having access to health insurance provides a path to greater self-reliance and independence, and Medicaid expansion is an idea our state should carefully consider.

Therefore, I propose we hold a public hearing to consider the adoption of a resolution urging our state legislators to pass HB 655.



Graham County Board of County Commissioners

*Dale Wiggins
Chairman*

*12 North Main Street
Robbinsville, NC 28771*

*Lynn Cody
Vice-Chairman*

*Keith Eller
Member*

*Phone: 828-479-7961
Fax: 828-479-7988*

*Jacob Nelms
Member*

*Connie Orr
Member*

*Rebecca (Becky) Garland
County Manager*

*Kim Crisp
Clerk*

August 26, 2019

To Whom It May Concern:

The Graham County Board of Commissioners strongly give their full support to Representative Kevin Corbin for House Bill 655 "An Act to provide Health Coverage to Residents of North Carolina under the NC Health Care for Working Families Program and to establish the North Carolina Rural Access to Healthcare Grant Program".

The Graham County Board of Commissioners understand that the majority of uninsured individuals in North Carolina are employed but do not make enough money to afford health insurance coverage.

Upon a majority vote of the Graham County Board of Commissioners, we unanimously agree with the NC Health Care for Working Families House Bill 655.

*Dale E. Wiggins
Chairman, Graham County Board of Commissioners*

ATTEST:

Kim Crisp, Clerk to the Board