
PRE - CONSTRUCTION CONFERENCE MINUTES



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Lic. No. F-0812

PROJECT: **TOWN OF JAMESVILLE – SEWER SYSTEM REHABILITATION**

DATE: **AUGUST 13, 2025**

TIME: **10:00 AM**

LOCATION: **TOWN OF JAMESVILLE-TOWN HALL
126 East Main Street, Jamesville, NC 27830**

FUNDING AGENCY: **NCDEQ-DWI SRP-W-ARP-0238 (must appear on all correspondence)**

ENGINEER **MUNICIPAL ENGINEERING, INC.
Michael McAllister, M-ASCE, Sr. Principal Project Manager**

CONTRACTOR: **ENVIRO-TECH UNLIMITED CONSTRUCTION SERVICES, LLC**

TOPICS:

1. Attendees:

Rachel Craddock	Jamesville, Commissioner/Mayor Pro Tem
Willis E. Williams	Jamesville, Commissioner
Mary Allen	Jamesville, Commissioner (<i>via Zoom</i>)
Kim Cockrell	Jamesville, Commissioner/Town Clerk/Finance Officer
Kim Cole	NCDEQ-DWI
Betty Williams	Jamesville, Mayoral Candidate
Delsie Williams,	Jamesville, Planning Board
Nick Brown	Enviro-Tech Unlimited Construction Services, LLC (Contractor)
Joseph Surles	Enviro-Tech Unlimited Construction Services, LLC (Contractor)
Michael McAllister	Municipal Engineering Inc. (Engineer)

The meeting was called to order at 10:00 AM by Michael McAllister, the Engineer. The following items were discussed:

2. The contract for the Construction of the WWTP has been awarded for the negotiated amount of, **\$2,765,220.00**.
3. The Contractor shall be familiar with the General, Supplementary General Conditions, and Special Project Conditions of the Contract.
4. **Enviro-Tech Unlimited Construction Services, LLC** and the **Town of Jamesville**: The contract has been properly executed and distributed to the parties. The Notice to Proceed will be issued today, with substantial completion of **270 calendar days** from the stated commencement date, with Final Completion to be completed

30 calendar days thereafter (*a total of 300 days*) (*Article 4, Paragraph 4.02, A of the Owner/Contractor Agreement*). A properly executed Change Order shall be used to authorize time extensions.

- a. Weather Days: The procedure for claiming weather and impact days is clearly defined in the Supplementary Conditions. (Article 11.05, Paragraphs C through I). Requests for weather and impact days shall be documented and submitted with a payment request or the number of days (whichever is less). **Weather delays not submitted within this time frame or not documented in the manner prescribed will be denied.**
5. Time is of the essence; therefore, Liquidated Damages of **seven hundred fifty dollars (\$750.00) per calendar day for the Contractor's failure to achieve substantial completion (beneficial use) on or before the date specified in the Notice to proceed. Seven hundred fifty dollars (\$750.00) per calendar day** will be assessed for each day beyond the final completion date specified in the Notice to Proceed. The Project shall commence on **September 8, 2025**, with **substantial completion** on or before **June 5, 2026**, and **final completion** on **July 5, 2026**, unless adjusted by an approved change order. Liquidated damages may be assessed at the discretion of the **Town of Jamesville** and as recommended by the Engineer. Please pay special attention to the following paragraph, as stated in the "Agreement between Owner and Contractor for Construction Contract (Stipulated Price)."

18.16 Liquidated Damages (Supplementary Conditions)

- A. *The Contractor and Owner recognize that time is of the essence, as stated in **Article 4 of the Agreement between the Owner and Contractor for the Construction Contract**. That OWNER will suffer financial and other losses if the work is not completed and Milestones are not achieved within the times specified in Article 4 as referenced above, plus any extensions thereof allowed in accordance with the contract. The parties also acknowledge the delays, expenses, and difficulties associated with proving the actual loss suffered by the Owner in a legal or mediation proceeding if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), **Note that all funds must be expended prior to December 31, 2026.***
6. It is illegal for any person to have any type of alcoholic beverage or drugs other than those prescribed by a physician. Everyone at the project site is expected to exhibit proper behavior. Indecent language acts or inappropriate attire will not be accepted. Anyone violating the rules of appropriate behavior will be removed from the construction site by the proper authorities. Note: Any representative of the Town of and/or the Engineer or his Resident Construction Observer shall be authorized to enforce this provision at their discretion.
7. The Contractor is bound to all requirements established by the permitting agencies and the Contract Documents. The Contractor shall comply with all pertinent safety regulations, OSHA requirements, and additional requirements outlined in the permits. **The responsibility for providing a safe working environment for the workers is solely the responsibility of the Contractor.** However, should the Owner or Engineer observe unsafe practices, which may result in the death or serious injury to any person, each reserves the right to shut the job down until the worksite has been made safe to proceed with the work.
8. Existing Works have been shown and/or noted on the Project plans to the extent information was made available. It is the Contractor's responsibility to locate existing Works prior to beginning work. The Contractor must cooperate with the **Town of Jamesville** to coordinate the installation of new work with existing work. Any damage caused by failure to locate existing underground utilities shall be the responsibility of the Contractor.
9. The Contractor shall notify the Owner and Engineer prior to the commencement of any work. The Contractor shall also notify the Owner and Engineer of any change in conditions encountered.

10. The Contractor is reminded to contact the **Town of Jamesville** Public Works Department 48 hours prior to construction to schedule inspection services. **The Town of Jamesville's** regular working hours are 7:30 AM to 3:30 PM, Monday through Friday. Any work performed outside of these hours requiring inspection services from either the Engineer or Town personnel will be billed to the Contractor. Construction Observation services must be coordinated in advance with the Resident Construction Observer and the **Town of Jamesville**. If the Contractor plans to begin earlier or later than the times listed above, the Contractor shall notify the Engineer/Town in advance. If the Contractor does not plan to work and fails to notify the Engineer and/or Resident Construction Observer prior to him/her leaving the office to travel to the Town of Jamesville, the Contractor shall be assessed the costs for travel and expenses for that effort, except for in climate weather or other events beyond the Contractor's control.
11. The Contractor is reminded of the requirement to contact NC One Call Center 48 hours prior to Construction Works for this Project. Any damage to existing utilities by not doing so shall be the responsibility of the Contractor.
12. The Contractor shall coordinate any shutdown of any part of the Sanitary Sewer System during construction with the Town of Jamesville; any by-pass pumping will be the responsibility of the Contractor.
13. Should utility locates be requested prior to accepting this Project by the **Town of Jamesville** for operation and maintenance, the Contractor will be responsible for those requests.
14. The Contractor shall maintain a set of up-to-date as-built (red-line) drawings on site. The Engineer and/or NCDEQ-DWI representative will request to see the drawings during future project meetings. These drawings shall be turned over to the Engineer near the completion of the Project, and a set of sealed "Record Drawings" will be produced and given to the Owner.
15. Shop drawings shall first be reviewed by the Contractor and sent to the Engineer for review. The Engineer shall return a stamped copy (electronically) of the shop drawing, typically with its disposition, within two weeks from the date it is received. Electronic submittals are permitted for this Project and shall be sent to the Project Engineer via email at mmcallister@mesco.com. Hard copies of all shop drawing submittals will be bound and copied to the Owner at the conclusion of the Project.
16. Partial Payment Requests shall be submitted monthly. Five percent (5%) retainage shall be held until the work has been at least 50% completed. Partial Payment Requests shall be reviewed and coordinated with the Resident Project Representative prior to submittal to the Engineer. Each pay request shall include a signed **EJCDC C-620 Contractor's Application for Payment. Form C-620 must be used for all payment requests, and those on other forms will be returned to the Contractor. Unapproved Change Orders shall not be included in partial payment requests.** Michael McAllister, M-ASCE, will approve/recommend the payment requests and send them to the Town for the signature of the authorized representative. Bobby Blowe, PE with Municipal Engineering, will upload the documents to the NCDEQ-DWI Enterprise Business System (EBS), **and the Town of Jamesville will log into the system and approve the reimbursement request.**
17. Reimbursements/payments will be transmitted electronically via ACH to the banking account on file with NCDEQ-DWI. The Town has three banking days to disburse said funds to the creditors seeking payment. The Contractor shall note that the first reimbursement request and those submitted in June (prior to the end of the fiscal year) usually take longer.
18. Sales Tax: An Affidavit of Sales Tax, which indicates the invoice amount, sales tax paid to the State of North Carolina, and each County, with backup invoices for each entry, shall be submitted with each payment request. If no sales tax was due during the period, the affidavit must still be submitted stating "No Sales Tax This Period." The Owner, please note that the Sales Tax on each pay request will be included as part of the reimbursement request sent to NCDEQ-DWI. **The Owner has elected not to request a refund of the sales tax from the NC Department of Revenue, and therefore, the Sales Tax submittal is not needed for this Project.**

19. Install (1) Project Sign **NCDEQ-DWI has determined that project signs are not required on ARPA projects.**
20. The cut-off for work completed is the **20th** of each month, with the application for payment due to the Engineer and all required documents on the **25th** of each month or other dates agreed to in advance. The Engineer shall review the documents submitted, recommending payment by the Town to the Contractor.
21. Change Orders may come from directives from the Owner or requested changes to the contract. Change Orders must be recommended by the Engineer and approved by the Owner. Change orders are to be prepared substantially in the form contained within the contract documents, and the Contractor shall submit electronic copies to the Engineer for processing. Change Orders shall have a complete breakdown, including a detailed calculation of cost, overhead, and profit (max. 5%) with a written explanation and justification for the change. Change Orders without this important data will be returned to the Contractor. **All parties shall fully execute change Orders before any change order work is performed. The Contractor shall not include Change Orders as part of partial payment requests until NCDEQ-DWI has issued its determination of eligibility. Partial payment requests that include an unapproved change order will result in the Change Order amount being subtracted from the request.**
22. Erosion Control measures, as shown on the plans or as required due to field conditions, shall be installed ahead of the work and regularly maintained until the vegetative cover is established. An effort must be made to maintain erosion control devices throughout construction, as this will potentially be an item of concern for compliance with the respective permits. **Upon completion of the Project, the Contractor shall restore the disturbed area near the construction site to its original condition to the extent possible.**
23. Construction observation will be provided by **Municipal Engineering Inc.** and the **Town of Jamesville** periodically for this Project. The **Town's Public Works** contact will be **Samuel (Neil) Lilley**.

The Resident Construction Observer will be either **Ashton Lassiter** or **Zach Blair** with Municipal Engineering.
24. Since the construction period is **270 days**, regular monthly project meetings will occur (**on the 3rd Wednesday of each month**), at **10:00 AM** at the Jamesville Town Hall. Or on the date, time, and location as otherwise instructed. The first meeting will be held on **October 22, 2025**.
25. Observation by the Engineer or his representative before covering up the pipes and thrust blocking, installation of the wet well, concrete pours, and the start-ups of the generator and pumps.
26. The Contractor must have a full-time superintendent on-site capable of communicating using English language. The **Contractor's Superintendent** for the project will be **Joseph Surles**, and the **Project Manager** will be **Nick Brown** with Enviro-Tech Unlimited Construction Services, LLC.
27. The Contractor is responsible for all by-pass pumping during line rehabilitation and pump station replacement/rehabilitation in accordance with *Specification Section 22 14 00*.
28. The Contractor shall notify the Engineer when the Project is complete. Upon receipt of notification, the Engineer will perform an inspection to verify completion. From the inspection, a punch list will be given to the Contractor. Upon correction of the punch list by the Contractor and verification by the Engineer that the work has been completed, a formal final inspection by NCDEQ-DWI shall be coordinated and performed by the Engineer in cooperation with the Contractor and the Owner. The Engineer shall coordinate and notify all parties of the time and date of the formal final inspection.
29. Engineer's Comments

Mr. McAllister also noted that in order to claim stored material on the partial payment requests, the material needed to be on-site or in a bonded warehouse.

30. NCDEQ-DWI Representative Comments

Mrs. Cole mentioned she would be glad to review any draft change orders prior to obtaining signatures from the Engineer, Contractor, and the Town.

Mrs. Cole mentioned to the Contractor that if it became necessary to change the subcontractor, the General Contractor shall submit a "MBE/WBE (DBE) – Change or Add a Subcontractor Form". The form can be found in the project specifications booklet with the other MBE forms.

Mrs. Cole mentioned she generally made three (3) visits to the site, with today being the first visit. The second visit is near the 50 percent completion, and the final visit will occur at the end of the project. She also mentioned that Scott Vinson with NCDEQ-DWR may also make site visits.

Mrs. Cole mentioned to the Engineer that she sent additional information prior to the meeting, which will be attached to these minutes.

31. Owner's Comments/Questions

Mrs. Cockrell mentioned that the meetings would be available on Zoom for those who can't attend in person.

32. Contractor's Comments/Questions

The Contractor indicated he has a different plan to bypass the pump during construction of the pump station, utilizing manholes. The Contractor will provide that plan to the Engineer for review.

33. Adjournment

With no further business, the meeting was adjourned at 10:45 AM.

Respectfully submitted this 15th day of August 2025.

Michael L. McAllister, M-ASCE

Sr. Principal Project Manager

Municipal Engineering, Inc.



Project Name: Town of Jamesville – Pump Station and Sewer System Rehabilitation

Location: Jamesville Town Hall, 126 East Main Street, Jamesville, NC 27830

Lic. No. F-0812

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Inspection Checklist

Owner: _____ Project No.: _____

Project Name: _____

Division Inspector Name (Print)

Initials

Date

I. Construction Site

1. Was active construction observed? Yes ☐ No ☐

Notes: _____

2. Is storage/protection of construction materials adequate? Yes ☐ No ☐ Not observed ☐

Notes: _____

3. Were all subcontractors observed onsite approved in the ATA letter?

Yes ☐ No ☐ No subcontractors observed ☐

Notes: _____

II. Construction Records

1. Check any documents reviewed: Shop Drawings ☐, Submittal Log ☐,
Engineer's Inspector's daily log/field notes ☐

Notes: _____

2. Check any testing reports reviewed:

Soil ☐ Concrete ☐ Pressure/Leak ☐ Bacteriological ☐

Other ☐ (specify): _____

Notes: _____

3. Are as-built drawings red-lined and up to date? Yes ☐ No ☐ Not observed ☐

Note: _____

4. Is the observed construction consistent with plans and specifications? Yes ☐ No ☐

Notes: _____

III. Schedule

1. Project on-schedule: Yes ☐ No ☐

If 'No', discuss the reason for any delays: _____

IV. Funding Status

1. Is the degree of completion consistent with disbursements made to date?

Yes ☐ No ☐

Notes: _____

2. Is the contractor being paid? Yes ☐ No ☐ Payment No.: _____

3. Has the Owner submitted latest disbursement request?

Yes ☐ No ☐ Disbursement No.: _____

Funding Status Notes: _____

V. Federal Requirements Apply ☐ Do not apply ☐ (If apply, complete below)1. Is there a project sign at/near the project site? Yes ☐ No ☐ N/A (SRF non-Equivalency) ☐Correct type of Sign? BIL-Sign ☐ SRF-Sign (Equivalency Project) ☐

Notes: _____

2. Are the Davis-Bacon posters (both English and Spanish) and applicable wage determination(s) posted?

Yes ☐ No ☐

Notes: _____

3. Did you check Certified Payrolls? Yes ☐ No ☐ (skip to #4)

Notes: _____

a. Are the Certified Payrolls in good order?

Yes ☐ No ☐

Notes: _____

b. Do Subcontractor's Certified Payrolls match subcontractor list in ATA letter?

Yes ☐ No ☐ N/A ☐

Notes: _____

4. Did you review AIS/BABA certifications? Yes ☐ No ☐

Notes: _____

5. Did you review the *de minimis* list? Yes ☐ No ☐

Notes: _____

VI. Notes

Next inspection is scheduled for _____

Inspection is in accordance with inspection plan: Yes ☐ No ☐

Note: _____

Choose Program (I/IC) Project File

Division of Water Infrastructure

Change Order Checklist

To be considered for eligibility, the following information must be submitted for an eligibility determination (approval). The Division will send a letter indicating what costs are eligible for funding to the project owner and engineer.

Owner: _____

Project Name: _____

Funding Project No.: _____

Change Order No.: _____

Contract No.: _____

Contractor Name: _____

CHANGE ORDER DOCUMENTATION:

A copy, scan or original of one properly executed change order with **Owner's and Contractor's signatures including each signatory's printed name and title is required.** An unexecuted copy may be submitted for a preliminary eligibility determination. All supporting documentation must be provided including the following, as applicable:

- ☐ Federal and/or State Project number(s) shown on the change order.
- ☐ Clear description of **each** change.
- ☐ Detailed justification to identify the need for **each** change.
- ☐ Summary and cost documentation which may include:
 - Unit price cost,
 - Lump sum for item or task,
 - Contractors cost breakdown,
 - Equipment invoices, and
 - Engineer's independent cost estimate, as applicable based on complexity of change order.
- ☐ Copy of the new, revised or noted, highlighted and/or red-lined contract drawings and/or specifications showing and describing the change.

MBE/WBE (DBE) – Change or Add a Subcontractor Form

According to EPA guidance on 40 CFR 33.302

If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor.

Please provide the information below **if the subcontracted work in question was included in previously submitted good faith efforts documentation:**

Prime Contractor:

Subcontracted work:

Previous Subcontractor:

Reason this firm did not complete the work:

New subcontractor and DBE status:

☐ MBE

☐ WBE

☐ N/A

If this is a new trade being subcontracted, or was not documented in the original Project Bid Information submittal to the State then good faith efforts to solicit a DBE firm must be documented. As the original DBE instructions indicate, please provide a Table B from those original instructions, showing all the DBE firms contacted to perform this work. If three (3) firms are not listed on Table B, then additionally you must submit proof of an advertisement in a minority trade paper and evidence that there were not three reasonably available firms in the work area. The EPA provides in 33.301(a) that good faith efforts are to be carried out "...to the fullest extent practicable...". If solicitations were not carried out due to being impracticable, please attach this explanation to this form.

Please follow the steps below for new subcontracted work:

Indicate the new trade being subcontracted:

Indicate the firm being used and DBE status:

☐ MBE

☐ WBE

☐ N/A

Attach Table B

(For State Use) Is this sub debarred?

☐ Yes

☐ No

Project Owner/Applicant:

Project Number:

Signature of Prime Contractor's Representative