

TOWN OF MONTREAT

**BRIDGE REPLACEMENT ON TEXAS STREET OVER
FLAT CREEK
STATE PROJECT: B-5196**

SUPPLEMENTAL ENGINEERING AGREEMENT NO. 1

PROJECT NAME: Texas Road over Flat Creek Bridge Replacement

STATE PROJECT: B-5196; WBS 45252.1.1

FEDERAL PROJECT: BRZ-1329(6)

COUNTY: Buncombe

TOWN: Montreat

SUPPLEMENTAL ENGINEERING AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into this ___ day of _____, 2013, by and between the **Town of Montreat, North Carolina** (hereinafter called "Town") and **KCI Associates of North Carolina, PA**, a corporation organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter called the "Engineer"), whose office is located at 4601 Six Forks Road, Suite 220, Raleigh, NC, modifies and expands the Engineering Agreement executed August 9, 2012 between the Town and the Engineer (hereinafter referred to as the "Original Agreement").

GENERAL RECITALS

WITNESSETH:

WHEREAS, the Town desires the assistance of the Engineer to provide historic structure studies; and

WHEREAS, the Engineer has exhibited evidence of experience, ability, competence, and reputation to perform such services; and

WHEREAS, these services are supplemental services as discussed in ARTICLE IV of the Original Agreement; and

WHEREAS, the Town is authorized to enter into an agreement for such work:

NOW THEREFORE, the Town and the Engineer, for consideration hereinafter stipulated, mutually agree as follows:

The Engineer agrees to perform the required professional services necessary to perform historic structure studies.

The Engineer shall perform for or furnish to the Town professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided.

The Engineer may employ such Subcontractors as the Engineer deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. The Engineer intends to employ TRC Environmental Corporation as a subconsultant to perform these studies. The Engineer shall not be required to employ any of the Town's subcontractors unacceptable to the Engineer and the Engineer shall not employ any subcontractor unacceptable to the Town.

The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of the Engineer's profession practicing under similar conditions at the same time and in the same locality.

The Engineer understands that the Town has contracted with it for its expertise in the subject matter of this Agreement and the Engineer warrants that it knows and is familiar with applicable laws and regulations and has assembled a team with the expertise necessary to promptly perform the obligations undertaken by this Agreement at the total compensation amounts described herein.

ARTICLE I - SCOPE OF WORK

The Scope of Work shall be as defined in Tasks 2a, 2b, 2c, 2d, and 2e in the letter from Paul A. Webb to Charles L. Flowe dated March 14, 2013 and included as Attachment A. Tasks 1a through 1c will not be required at this time. If required they will be treated as Supplemental Services under Article IV.

ARTICLE II: TIME OF BEGINNING AND COMPLETION

Work shall begin immediately following written notice of approval of this Agreement and authorization to begin work and shall be completed within 60 days following. Should unforeseen or uncontrollable circumstances arise during the execution of this work, the schedule may be adjusted upon written agreement between the Town and the Engineer.

ARTICLE III: COMPENSATION AND PAYMENTS

Unless specified otherwise, partial payments shall be made to the Engineer on a monthly basis upon submission of Progress Reports and voucher stating the percent of completion of the work. Final payment by the Town to the Engineer shall be made within thirty (30) days after completion and acceptance by North Carolina Department of Transportation and the Town for the supplemental work.

As complete compensation for the engineering services described above, the Engineer will be paid as follows:

Historic Structure Studies. A lump sum amount of \$10,711.57.

ARTICLE IV: SUPPLEMENTAL SERVICES

If, during the course of the work defined in this SUPPLEMENTAL AGREEMENT, unanticipated work beyond the original scope should be required, an additional supplemental agreement will be developed and executed between the Town and the Engineer. No supplemental services are to be performed by the Engineer without the express written authorization of the Town.

ARTICLE V: INFORMATION AND REPORTS

The Engineer and his sub-contractors (where sub-contractor's charges exceed \$10,000) agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred on this project and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract period and for three years from the date of final payment under the contract for inspection by the Town, Federal Highway Administration, or the North Carolina Department of Transportation or any other authorized representatives of them. Copies thereof shall be furnished if requested. The Engineer shall use cost principles as described in Federal Acquisition Regulation (48 CFR 1-31), Subpart 1-31.2.

ARTICLE VI: DATA AND SERVICES TO BE FURNISHED BY THE TOWN

All data in the hands of the Town that can be released that would, in the Town's opinion, assist the Engineer in the accomplishment of the work in this project.

ARTICLE VII: MISCELLANEOUS PROVISIONS

Where not specifically modified by this Supplemental Agreement, all provisions of the Original Agreement still apply.

This Supplemental Agreement (consisting of Pages 1 to 11 inclusive, along with Attachment "A") constitute the entire supplemental agreement between Town and the Engineer and augment and supersede prior written or oral understandings. This Supplemental Agreement and the Original Agreement may only be amended, supplemented, or modified by a duly executed written instrument by both parties.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Town this ____ day of _____, 2013.

BY: _____

Title

ATTEST: _____

Title

EXECUTED by the Engineer this ____ day of _____, 2013.

BY: _____
Charles L. Flowe, PE
Vice-President

ATTEST: _____
James G. Gellenthin, PLS
Vice President

STATE PROJECT: B-5196

COUNTY: Buncumbe

CERTIFICATION OF THE TOWN OF MONTREAT

I hereby certify that I am the _____ of the Town of Montreat that the above consulting firm or his representative has not required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this agreement to:

- A. Employ or retain, or agree to employ or retain, any firm or person, or
- B. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as herewith expressly stated(if any):

I acknowledge that this certificate is to be furnished to the North Carolina Department of Transportation, Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

STATE PROJECT: B-5196

COUNTY: Buncombe

CERTIFICATION OF PRIVATE ENGINEERING FIRM

I, Charles L. Flowe, hereby certify that I am the Vice President and duly authorized representative of the firm of KCI Associates of NC, PA, whose address is 6401 Six Forks Road, Suite 220, Raleigh, North Carolina and that neither I nor the above firm I hereby represent has;

- A. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this agreement:
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- C. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the agreement; except as herewith expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Town, State Highway Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Charles L. Flowe, PE
Vice President

ATTACHMENT "A"

TRC ENVIRONMENTAL CORPORATION SCOPE OF SERVICES



50101 Governor's Drive
Suite 250
Chapel Hill, NC 27517

919.530.8446 PHONE
919.530.8525 FAX

www.TRCSolutions.com

May 8, 2013

Mr. Charles L. Flowe
KCI Associates of North Carolina, P.A.
4601 Six Forks Road Landmark Center II, Suite 220
Raleigh, NC 27609

Re: Historic Structure and Archaeological Studies for Texas Road Bridge Replacement (TIP B-5196),
Montreat, Buncombe County, North Carolina

Dear Mr. Flowe:

TRC Environmental Corporation (TRC) is pleased to provide this proposal for archaeological and historic structure studies for the proposed Texas Road Bridge Replacement project in Montreat, North Carolina. Our proposal is based on information provided by Ms. Lindsay Maurer of Planning Communities and on a preliminary review of readily available data on the area.

We understand that three build alternatives (Options B, D, and E) for the project are currently under consideration. For the purpose of this proposal, we anticipate that the Area of Potential Effects (APE) for archaeology is a ca. 500 × 250 foot area bounded by Assembly Road on the north and Texas Road on the west and south (the Project Study Area as shown on the Project Informational Workshop handout, minus the Welch Field area area west of Texas Road). The APE for historic structures will be defined in the field based on topography, but will minimally include areas along Texas Road, Assembly Drive, and intersecting roadways.

The proposed work will satisfy the typical requirements for archaeological site identification and evaluation as developed by the North Carolina State Historic Preservation Office (HPO)/Office of State Archaeology (OSA) and implemented by the NCDOT Archaeology Group, as well as the requirements for the first stage of a comprehensive historic structures survey as developed by the SHPO and NCDOT Historic Architecture Group.

The work will be divided into two principal tasks, as outlined below and in the attached budget estimate. Tasks 1a–1c concern the archaeological survey, and Tasks 2a–2e concern the historic structures survey. The historic structures survey constitutes the first stage of a possible two-stage process, as discussed below.

TASK 1a. ARCHAEOLOGY - LITERATURE AND BACKGROUND STUDIES

The initial archaeological task will include gathering background information on known and potential archaeological sites in and adjacent to the APE. This work will include examination of the following materials:

- Archaeological site files and reports at the OSA in Raleigh;
- Published and on-line information regarding cemeteries in the project vicinity; and
- Historical maps and other data available in TRC's collection and/or other repositories.

As part of this task, we will assist with consultations with the HPO, OSA, NCDOT, and other agencies as necessary.

TASK 1b. ARCHAEOLOGICAL FIELDWORK

The archaeological fieldwork will include a systematic archaeological survey of the APE for archaeological resources, as discussed above. The area to be surveyed will measure approximately 500 feet northeast-southwest, and extend up to 25 feet southwest and 475 feet northeast of the north-south section of Texas Road to account for any potential ground disturbances associated with Options B, D, and E.

This survey will include systematic shovel test excavation in all areas that do not contain standing water, impervious surfaces, or evidence of severe ground disturbance. Shovel tests will be excavated at 20-m intervals across this area, following typical procedures for western North Carolina. Each shovel test will measure about 30 to 35 cm in diameter and will be excavated to sterile subsoil or a depth of at least 75 cm. All removed soil (excluding obvious fill) will be screened through one quarter-inch mesh hardware cloth for uniform artifact recovery. In the event that the shovel tests cannot penetrate beneath fill, a hand auger may be used to search for deeper deposits. Each shovel test will be described in terms of depth, stratigraphy, and artifact recovery, and the texture and Munsell color of representative soils will be recorded. All shovel test locations will be plotted on aerial photographs, and representative shovel test locations will be recorded using GPS. All shovel test locations will be screened over plastic sheeting and backfilled.

If prehistoric or pre-modern historic period artifacts are recovered or there is other evidence of an archaeological site, standard procedures will be followed to gather data on site size, location, integrity, and cultural affiliation. In most cases, additional shovel tests will be excavated at 5-m to 10-m intervals within the APE. The location and limits of the site will be recorded, and a measured sketch map will be produced showing the location of each positive shovel test. The site will be photographed, and general notes will be taken concerning site location and condition. GPS readings will also be taken for all site boundaries so that GIS shape files can be developed. If necessary, up to two 1 × 1 m test units may be excavated to gather additional data on site stratigraphy and integrity. Any test units will be screened over plastic sheeting and backfilled.

TASK 1c. ARCHAEOLOGICAL LABORATORY ANALYSIS AND REPORTING

At the conclusion of the fieldwork, all artifacts will be returned to TRC's Asheville laboratory for processing. The artifacts will be cleaned and analyzed according to regionally appropriate typologies, and the artifact collections and accompanying data studied to determine site age, nature, and integrity.

TRC will provide you with a digital copy of a draft report detailing the results of the archaeological investigations. This report will meet HPO/OSA standards, and will include information on the environmental and cultural contexts for the project, a description of the project research goals and methods, and a discussion of the results of the fieldwork and artifact and data analyses. Once you have approved the report, TRC will provide a digital copy of the final report for agency submittal, as well as two hard copies of the final report for distribution to the Town and the Presbyterian Heritage Center.

All artifacts will be prepared for curation following HPO standards. Any recovered artifacts will be provided to the Presbyterian Heritage Center for curation. If the Heritage Center does not wish to claim the artifacts, they will be transferred to the Office of State Archaeology Research Center (OSARC) for final curation.

TASK 2a. HISTORIC STRUCTURES - BACKGROUND RESEARCH

TRC will conduct initial background research concerning previous historic structure surveys in Buncombe County and similar settings, as well as into the history of the Montreat community.

TASK 2b. HISTORIC STRUCTURES - INITIAL FIELD SURVEY

TRC will determine the APE for architectural resources based on the location and extent of the potential alternatives as well as local conditions. TRC will then conduct a preliminary field survey, which will include identifying, analyzing and conducting a preliminary evaluation of all properties greater than fifty years of age in the APE. As part of this survey, we will also identify and analyze any property less than fifty years of age that could qualify for the National Register of Historic Places (NRHP) under Criterion Consideration G.

The architectural historian will photograph the principal building on each site and also document auxiliary buildings, structures, landscape features, setting issues, integrity issues, and representative streetscapes. In addition, the architectural historian will document the inter-relationship of the resource with other elements of any potential historic districts

TASK 2c HISTORIC STRUCTURES – ARCHIVAL RESEARCH

Following the field survey, TRC will conduct archival research as necessary to determine the age and history of buildings and their potential associations with potentially significant individuals and the history of Montreat.

TASK 2d. HISTORIC STRUCTURES - BUILDING INVENTORY

TRC will then prepare and present a Historic Resources Inventory following NCDOT's guidelines, *Presenting a Historic Resources Inventory*. As this is a locally funded project, the presentation will be given to HPO staff either in Asheville or Raleigh. In the event that a Raleigh presentation is necessary, provisions will be made for the Town to attend via teleconference.

The location of each property identified in the survey will be keyed to a GIS-based map that also includes the limits of the APE. GPS coordinates, county PIN, or 911 addresses will be provided in a table format. The architectural historian will provide concise integrity and eligibility statements for each property for discussion during the review of the building inventory.

TASK 2e. HISTORIC STRUCTURES - HPO SURVEY FORMS

After completion of the building inventory, TRC will complete HPO's survey sites forms for every property identified in the building inventory as per HPO's *Manual for Data Entry*. Once completed, the database, along with a copy of the survey map and a CD or USB drive with the digital images saved under survey site numbers, will be submitted to the HPO. Hard copies of the presentation, as well as digital copies of the forms and images, will be provided to the Town and to the Presbyterian Heritage Center.

Presentation of the Historic Resource Inventory and submittal of the survey forms will complete the work under this scope of work. In the event that the HPO requires a comprehensive survey report as a result of the building inventory review meeting, that work will be addressed under a separate scope of work.

CORPORATE AND STAFF QUALIFICATIONS

TRC is a full service cultural resources firm with regional offices in Chapel Hill, Asheville, Nashville, Columbia, and Atlanta. We have maintained an office in North Carolina since 1990, and have completed over 450 cultural resources projects in the state. These include multiple previous archaeological and historic structures projects for NCDOT and other transportation clients, as well as multiple projects in Buncombe and surrounding counties. We will be pleased to provide detailed project descriptions and client references upon request.

This project will be conducted from our Chapel Hill and Asheville offices. Mr. Paul Webb will serve as Project Manager. Ms. Tasha Benyshek will serve as Archaeological Field Director, and Mr. Geoff Henry will serve as Senior Architectural Historian.

SCHEDULES

TRC will keep you (or a designated contact person) informed as to the progress of the work on a regular basis. Barring extended periods of adverse weather or other complications, the archaeological fieldwork will be completed within 10 days of notice to proceed (NTP). The draft archaeological report will be submitted within 21 days of the completion of fieldwork.

The historic structures Building Inventory will be completed within three weeks of NTP, and the HPO survey forms will be completed within four weeks of NTP. In the event that a full historic structures survey report is needed, TRC will provide a supplemental proposal and proceed with that work as quickly as possible.

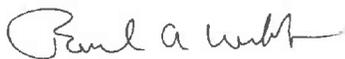
BUDGET ESTIMATES

Separate budget estimates are provided for the archaeological survey and the initial historic structures investigations, and include all identified costs associated with the background research, fieldwork, and reporting. These are provided on a time and materials, not-to-exceed basis. In the event that project specifications change, we will be pleased to modify our estimates accordingly.

The presently approved fee estimate of \$9,792.27 covers the initial historic structures investigations, as detailed above. In the event that archaeological investigations or a full historic structures survey report are required, the negotiation of additional fees will be necessary.

Thank you for the opportunity to provide this proposal. Please do not hesitate to contact me at (919) 530-8446 or pwebb@tresolutions.com if you have any questions or comments. We look forward to hearing from you.

Sincerely,



Paul A. Webb
Program Manager, Chapel Hill/Asheville

ATTACHMENT "B"
MANHOUR AND FEE ESTIMATES

PROJECT DESCRIPTION: Replacement of Bridge #528 on Texas Road over Flat Creek in Buncombe County - Town of Montreat - TRC Estimate					TIP NUMBER: B-5196					WBS NUMBER: 45252.1.1					DATE PREPARED: 3/15/13				
PREPARED BY: John Williams 12/06/12															REVISION DATE:				

ENVIRONMENTAL BREAKDOWN WORKSHEET

TASK NO.	TASK DESCRIPTION	BRANCH MANAGER (TD-1)	UNIT HEAD (TM-1)	GROUP MANAGER (TES-3)	PROJECT ENGINEER (TE-3) (TE-2)	DRAFT & REPO. TECH. (TT-2)	COMMUNITY PLANNER (CP-2)	ENV. SPVR./ ENGINEER (TE-3) (ES-3)	ENV. SPEC. (ES-3) (ES-2)	ARCH. & HISTORIC SPVR.	ARCH. & HISTORIC SPECIALIST (ARCH-2) (HPRS-2)	TRANS. ENGINEER SPVR. (TE-3)	TRANS. ENGINEER (TE1)	ENV. TECH 3 (TT-3)	WORD PROCESSOR SUPERVISOR (WP-2)	ROADWAY DESIGN BRANCH BLENDED RATE	HYDRAULIC BRANCH BLENDED RATE	SUB-TOTAL	% OF PROJECT	PEF ESTIMATE	% OF PROJECT
3	SECTION 106																				
	Preliminary Research			0.250						0.500	0.500							1.250	8.77%		
	Field Survey									2.000								2.000	14.94%		
	Archival Research			0.250							2.000							2.250	15.79%		
	Building Inventory			0.500		1.500				2.750	0.500							3.250	26.84%		
	Survey Site Forms					0.500				0.250	2.750							3.500	24.56%		
	TOTAL WORKDAYS/CATEGORY:	0.00	0.00	1.00	0.00	2.00	0.00	0.00	0.00	5.50	5.75	0.00	0.00	0.00	0.00	0.00	0.00	14.25	100.00%	0.00	0.00%
	RATES PER DAY:	\$0.00	\$0.00	\$413.92	\$0.00	\$166.08	\$0.00	\$0.00	\$0.00	\$292.00	\$147.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
	PAYROLL BURDEN:	\$0.00	\$0.00	\$413.92	\$0.00	\$332.16	\$0.00	\$0.00	\$0.00	\$1,606.00	\$850.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
	TOTAL WORKDAYS:	14.25																			
	TOTAL PAYROLL BURDEN:	\$3,202.16																			
	AVERAGE COST PER HOUR:	\$28.09																			
	GENERAL OVERHEAD @ 162% :	\$5,177.57																			
	SUBTOTAL:	\$8,379.73																			
	COMPARATIVE FEE @ 9.00% :	\$754.18																			
	TOTAL:	\$9,133.91																			
	DIRECT EXPENSES @	\$654.20																			
	SUBCONSULTANT FEES:	\$0.00																			
	FACILITIES COST OF CAPITOL @ 0.13% :	\$4.16																			
	TOTAL:	\$9,792.27																			

actual costs from Sheet 2

