

TOWN OF MONTREAT

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

SUPPLEMENTAL ENGINEERING AGREEMENT NO. 2

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 additional historic structure studies; archeological surveys, 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 Phase II historic structure studies and archaeological surveys.

The Engineer shall perform for or furnish to the Town professional engineering and related services in all phases of the Project to which this Supplemental 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 letters from Paul A. Webb to Charles L. Flowe dated July 3, 2013 and July 1, 2013, which are included as Attachment A.

ARTICLE II: TIME OF BEGINNING AND COMPLETION

The work covered by this Supplemental Agreement shall begin immediately following written notice of approval of this Agreement and authorization to begin work and shall be completed within 45 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:

Phase II Historic Structure Studies. A lump sum amount of \$18,064.37

Archaeological Survey. A lump sum amount of \$9,761.28

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 21 inclusive of Attachments "A" and "B") constitute the entire supplemental agreement between Town and the Engineer and augment and supersede prior written or oral understandings. This Supplemental Agreement, Supplemental Agreement #1, 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

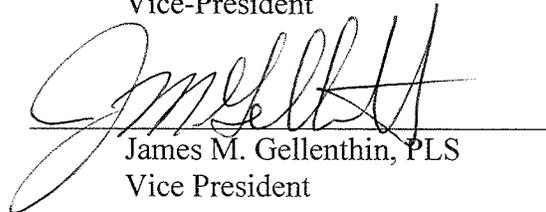
EXECUTED by the Engineer this 3rd day of September 2013.

BY:



Charles L. Flowe, PE
Vice-President

ATTEST:



James M. Gellenthin, PLS
Vice President

STATE PROJECT: B-5196

COUNTY: Buncombe

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

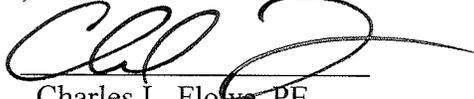
CERTIFICATION OF PRIVATE ENGINEERING FIRM

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.

9/3/2013
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

July 1, 2013 (updated September 9, 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: Intensive Archaeological Survey 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 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 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 extending primarily north east of the existing Texas Road bridge and bounded by Assembly Road on the northwest and Texas Road on the southeast (the Project Study Area as shown on project mapping, minus most of the area west of Texas Road). Within that area, the work will focus on areas within and adjacent to the options shown on project mapping. 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.

The work will be divided into three tasks, as outlined below and in the attached budget estimate.

TASK 1. 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 and/or Asheville;
- Published and on-line information regarding cemeteries in the project vicinity;
- Historical data available at the Presbyterian Heritage Center at Montreat; and
- Historical maps and other data available in TRC's collection and/or other repositories.

While this work will make use of the background information gathered as part of the architectural survey, it will focus on gathering information concerning the specific history of the parcel, including of the

commercial buildings formerly located along Assembly Drive. As part of this task, we will assist with consultations with the HPO, OSA, NCDOT, and other agencies as necessary.

TASK 2. 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 extend up to 25 feet west and 475 feet east of Texas Road to account for any potential ground disturbances associated with Options B, D, and E. Within that area, the work will focus on areas within and adjacent to the options shown on project mapping.

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, intact 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.

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. If necessary, up to two 1 × 1 m test units may be excavated to gather additional data on site stratigraphy and integrity.

TASK 3. 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 five copies 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 five copies of the final report for agency submittal.

All artifacts will be prepared for curation following HPO standards. Artifacts will be transferred to the Presbyterian Heritage Center in Montreat for curation; if the Center does not wish to curate the artifacts, they will be transferred to the Office of State Archaeology Research Center (OSARC) for final curation.

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, and Ms. Tasha Benyshek will serve as Field Director and author the report.

SCHEDULE

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.

BUDGET ESTIMATE

The attached budget estimate includes 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.

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



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

919.530.8446 PHONE
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July 1, 2013

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Thank you for the opportunity to provide this proposal. Please do not hesitate to contact me at (919) 530-8446 or pwebb@trcsolutions.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

DIRECT EXPENSES

PROJECT DESCRIPTION: Replacement of Bridge #528, Texas Road, Town of Montreat, Buncombe County

PREPARED BY: Paul Webb

TIP NUMBER: B-5196

PROJECT NUMBER:

DATE PREPARED: July 1, 2013

REVIEWED BY UNIT HEAD ON:

Travel: Field visit	Sedan	0 Trip(s) @	210 miles @	\$0.565	\$118.65
	Carry All	0 Trip(s) @	0 miles @	\$0.585	\$0.00
	Car Rental	0	3 days @	\$45.00	\$135.00
	Gas for Rental	0	450 miles @	\$0.20	\$90.00
	Parking:	0 Trip(s) @		\$3.00	\$0.00
	Per Diem:	3 Breakfast		\$8.00	\$24.00
		3 Lunch		\$10.45	\$31.35
		3 Dinner		\$17.90	\$53.70
		3 Lodging (Including taxes)		\$71.50	\$214.50
	Reproduction:	0 8 1/2 x 11 Copy(s) @		\$0.04	\$0.00
		0 11 x 17 Copy (s) @		\$0.10	\$0.00
		0 Cover(s) @		\$0.50	\$0.00
		0 Bunder(s) @		\$0.50	\$0.00
		0 Color Copy(s) @		\$0.83	\$0.00
		0 Blueline(s) @		\$0.35	\$0.00
	Film and Developing:	0 Roll(s) @		\$20.00	\$0.00
			Subtotal		\$667.20
Maps & Documents:	County Tax Maps:	0 Map(s) @		\$7.00	\$0.00
	USGS Maps:	0 Map(s) @		\$7.00	\$0.00
			Subtotal		\$0.00
Technical Reports		200 8 1/2 X 11 Copy(s) @		\$0.04	\$8.00
Reproduction: NRTR (15 pg x 10 copies)		25 11 x 17 Copy(s) @		\$0.10	\$2.50
		0 Blueline(s) @		\$0.35	\$0.00
			Subtotal		\$10.50
Design		0 8 1/2 x 11 Copy(s) @		\$0.04	\$0.00
Reproduction:		0 11 x 17 Copy(s) @		\$0.10	\$0.00
		0 Blueline(s) @		\$0.35	\$0.00
		0 Mylar Sepia(s) @		\$5.90	\$0.00
		0 Cross-Sections Sheet(s)		\$3.50	\$0.00
		0 Enlarge Quad Map(s)		\$50.00	\$0.00
			Subtotal		\$0.00
Environmental Document		0 8 1/2 x 11 Copy(s) @		\$0.04	\$0.00
Reproduction: (15 pg x 25 copies)		0 11 x 17 Copy(s) @		\$0.10	\$0.00
		0 Cover(s) @		\$0.50	\$0.00
		0 Binder(s) @		\$0.50	\$0.00
		0 Color Copy(s) @		\$0.83	\$0.00
			Subtotal		\$0.00
MEETINGS & PUBLIC INVOLVEMENT (CIW)	Travel:				
	Sedan	0 Trip(s) @	0 miles @	\$0.485	\$0.00
	Carry All	0 Trip(s) @	0 miles @	\$0.505	\$0.00
	Car Rental	0	0 days @	\$45.00	\$0.00
	Gas for Rental	0	0 miles @	\$0.11	\$0.00
	Parking:	0 Trip(s) @		\$3.00	\$0.00
	Per Diem:	0 Breakfast		\$7.00	\$0.00
		0 Lunch		\$9.25	\$0.00
		0 Dinner		\$15.75	\$0.00
		0 Lodging (Including taxes)		\$67.00	\$0.00
	Workshop Handouts				
	- Reproduction	0 8 1/2 x 11 Page(s) @	0 Handouts	\$0.04	\$0.00
		0 11 x 17 Page(s) @	0 Handouts	\$0.10	\$0.00
	Presentation Materials:				
	- Public Officials Meetings:	0 Meeting(s) @		\$50.00	\$0.00
	- Public Workshops:	0 Workshop(s) @		\$200.00	\$0.00
	- Slide Presentation:	0 Presentation @		\$350.00	\$0.00
	Mailing Labels:	0 Box(s) @		\$37.00	\$0.00
	Postage:				
	- Newsletter:	0 Color Copy(s) @		\$0.83	\$0.00
			Subtotal		\$0.00
			TOTAL		\$677.70

DIRECT EXPENSES

PROJECT DESCRIPTION: Replacement of Bridge #528, Texas Road, Town of Montreat, Buncombe County

PREPARED BY: Paul Webb

TIP NUMBER: B-5196

PROJECT NUMBER:

DATE PREPARED: July 1, 2013

REVIEWED BY UNIT HEAD ON:

Travel: Field visit	Sedan 0 Trip(s) @ Carry All 0 Trip(s) @ Car Rental 0 Gas for Rental 0	60 miles @ 150 miles @ 0 days @ 0 miles @	\$0.565 \$0.585 \$45.00 \$0.20	\$33.90 \$87.75 \$0.00 \$0.00
	Parking 0 Trip(s) @ Per Diem: 0 Breakfast 0 Lunch 0 Dinner 0 Lodging (Including taxes)		\$3.00 \$8.00 \$10.45 \$17.90 \$71.50	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	Reproduction: 0 8 1/2 x 11 Copy(s) @ 0 11 x 17 Copy (s) @ 0 Cover(s) @ 0 Binder(s) @ 0 Color Copy(s) @ 0 Blueline(s) @		\$0.04 \$0.10 \$0.50 \$0.50 \$0.83 \$0.35	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	Film and Developing: 0 Roll(s) @		\$20.00	\$0.00
		Subtotal		\$121.65
Maps & Documents:	County Tax Maps: 0 Map(s) @ USGS Maps: 0 Map(s) @		\$7.00 \$7.00	\$0.00 \$0.00
		Subtotal		\$0.00
Technical Reports Reproduction: NRTR (15 pg x 10 copies)	200 8 1/2 X 11 Copy(s) @ 25 11 x 17 Copy(s) @ 0 Blueline(s) @		\$0.04 \$0.10 \$0.35	\$8.00 \$2.50 \$0.00
		Subtotal		\$10.50
Design Reproduction:	0 8 1/2 x 11 Copy(s) @ 0 11 x 17 Copy(s) @ 0 Blueline(s) @ 0 Mylar Sepia(s) @ 0 Cross-Sections Sheet(s) 0 Enlarge Quad Map(s)		\$0.04 \$0.10 \$0.35 \$5.90 \$3.50 \$50.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
		Subtotal		\$0.00
Environmental Document Reproduction: (15 pg x 25 copies)	0 8 1/2 x 11 Copy(s) @ 0 11 x 17 Copy(s) @ 0 Cover(s) @ 0 Binder(s) @ 0 Color Copy(s) @		\$0.04 \$0.10 \$0.50 \$0.50 \$0.83	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
		Subtotal		\$0.00
MEETINGS & PUBLIC INVOLVEMENT (CIW)	Travel: <ul style="list-style-type: none"> Sedan 0 Trip(s) @ Carry-All 0 Trip(s) @ Car Rental 0 Gas for Rental 0 Parking 0 Trip(s) @ Per Diem: 0 Breakfast 0 Lunch 0 Dinner 0 Lodging (Including taxes)	0 miles @ 0 miles @ 0 days @ 0 miles @	\$0.485 \$0.505 \$45.00 \$0.11 \$3.00 \$7.00 \$9.25 \$15.75 \$67.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	Workshop Handouts <ul style="list-style-type: none"> - Reproduction 0 8 1/2 x 11 Page(s) @ 0 11 x 17 Page(s) @ Presentation Materials: <ul style="list-style-type: none"> - Public Officials Meetings: 0 Meeting(s) @ - Public Workshops: 0 Workshop(s) @ - Slide Presentation: 0 Presentation @ Mailing Labels: 0 Box(s) @ Postage: <ul style="list-style-type: none"> - Newsletter: 0 Color Copy(s) @ 	0 Handouts 0 Handouts	\$0.04 \$0.10 \$50.00 \$200.00 \$350.00 \$37.00 \$0.83	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
		Subtotal		\$0.00
		TOTAL		\$132.15