Vaughn & Melton
Consulting Engineers, a JMT Co.
2550 West Tyvola Rd, Suite120
Charlotte, NC 28217
980-265-8924
www.vaughnmelton.com

September 16, 2024

Mr. Anthony Rickman
NCDOT Division 13, Right of Way Agent
6 Roberts Rd
Asheville, NC 28803

RE: BUNCOMBE COUNTY, BRIDGE 522, OVER TOMAHAWK CREEK ON NINTH STREET, RIGHT OF WAY ACQUISITION SERVICES

Dear Mr. Rickman:

Please find below our fee proposal for Right of Way Acquisition services. The fees and scope of services for the project are described below:

- **Right of Way Acquisition:** Flat Fee Parcel Acquisition.
- 4 Total Parcels:
- 5 parcels with Negotiations @ $5,500.00 = $27,500.00
- 5 parcels with Narrative appraisals @ $4,100.00 = $20,500.00
- 5 parcels with Title Opinions@ $700.00 = $3,500.00
- 5 parcels with update Title Opinions @ $200.00= $1,000.00
- 5 parcels with Closings @ $350.00 = $1,750.00
- 5 Project management Fee= $2,750.00

Total Acquisition Fee not to exceed **$57,000.00**

- All Appraisal Reviews will be performed by NCDOT.
- Negotiations fee includes a claim report if applicable.
- RWTS are $3,000 per parcel. Revised Appraisals billed as needed.
- Claim Reports will be used where applicable and allowed by NCDOT R/W Manual at no cost.
- Total Acquisition fee based on current 90% plans and are subject to change.

We should have the right of way certified by June of 2025.

Thank you for the opportunity to submit this proposal on this important project. Vaughn & Melton strives to provide quality services and deliverables.

Sincerely,
VAUGHN & MELTON CONSULTING ENGINEERS, INC. a JMT Company

Kevin D. Kilpatrick
Project Manager

Vaughn & Melton
Consulting Engineers, a JMT Co.
2550 West Tyvola Rd, Suite120
Charlotte, NC 28217
980-265-8924
www.vaughnmelton.com

June 13, 2025

RE: BUNCOMBE COUNTY, BRIDGE NO. 522 ON NINTH STREET OVER TOMAHAWK BRANCH RIGHT OF WAY ACQUISITION AND EASEMENT ACQUISITION SERVICES

Please find below our fee proposal for Right of Way Acquisition services. The fees and scope of services for the project are described below:

- **Right of Way Acquisition:** Flat Fee Parcel Acquisition.
- 5 Total Parcels:
- 5 parcels with Negotiations @ $5,500.00 = $27,500.00
- 5 parcels with Narrative appraisals @ $4,100.00 = $20,500.00
- 5 parcels with Title Opinions@ $700.00 = $3,500.00
- 5 parcels with update Title Opinions @ $200.00= $1,000.00
- 5 parcels with Closings @ $350.00 = $1,750.00
- 5 Project management Fee= $2,750.00

Total Acquisition Fee not to exceed $57,000.00

- All Appraisal Reviews will be performed by NCDOT.
- Negotiations fee includes a claim report if applicable.
- RWTS are $3,000 per parcel. Revised Appraisals billed as needed.
- Claim Reports will be used where applicable and allowed by NCDOT R/W Manual at no cost.
- Total Acquisition fee based on current 90% plans and are subject to change.

We should have the right of way certified by December of 2025.

Thank you for the opportunity to submit this proposal on this important project. Vaughn & Melton strives to provide quality services and deliverables.

Sincerely,
VAUGHN & MELTON CONSULTING ENGINEERS, INC., a JMT Company

Ida Buchanan
Right of Way Program Manager

Vaughn & Melton
Consulting Engineers, a JMT Co.
2550 West Tyvola Rd, Suite120
Charlotte, NC 28217
980-265-8924
www.vaughnmelton.com

June 13, 2025

RE: BRIDGE NO. 522 ON NINTH STREET OVER TOMAHAWK BRANCH

Please find below the estimate for the cost of R/W and Easement Acquisition to be incurred by the town. The cost and administrative adjustment for each parcel is described below:

- **Parcel 1 – $3500 -$6000**
- **Parcel 2 - $2500-$5000**
- **Parcel 3 – Donation**
- **Parcel 4 – $2500- $5000**
- **Parcel 5 - $3500-$5500**
-

These are the negotiating parameters, with the authority to go up to but not exceed $50,000 for compensation for all the acquisition on this project.

We will begin negotiations with an initial offer based on the tax value, using a NCDOT approved Claim Report, of the land being acquired then negotiate with the property owner to settle the claim with administrative adjustments if needed.

Sincerely,
VAUGHN & MELTON CONSULTING ENGINEERS, INC., a JMT Company

Ida Buchanan

Ida Buchanan
Program Manager

Vaughn & Melton
Right of Way for the Carolinas since 1997

TERMS & CONDITIONS

A. General Provisions

Vaughn & Melton Consulting Engineers, Inc., a JMT Company (V&M) agrees that this proposal shall remain open for 60 days from the date of this proposal. Acceptance of the proposal after the end of the 60 day period is valid if V&M elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.

V&M reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the Client is given 30 days of notice in writing, if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this project by V&M, only the Client or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving V&M, 10 days of notice in writing, as to when the work shall stop. The Client further agrees to be liable and pay to V&M, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work is stopped in accordance with the notice.

V&M will provide the Client with data on electronic files; however, the Client acknowledges that data stored on electronic media can deteriorate undetected or be modified without the V&M's knowledge. Therefore, electronic files are provided without warranty or obligation on the part of V&M as to accuracy of information contained on the electronic files. All information on the electronic files must be independently verified by the Client and the Client agrees to indemnify and hold V&M harmless from any and all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the use of the electronic files.

Client acknowledges and agrees that V&M may include or otherwise reference the Project in its general project portfolio, and shall be entitled to identify the Project and the services performed by V&M for the Client in its general marketing materials, and for purposes of demonstrating relevant qualifications and experience. V&M shall also have the right to access the Project site to document, photograph, video, and/or record by any media or means, the Project at each phase, during construction and upon completion, for its own use and for other legitimate business purposes, including but not limited to exhibitions, or award competitions, or publication in journals. Any publication of the Project by Client or any representative of the Client, shall include reference to V&M and proper attribution and credit for its role in the Project.

B. Time of Payments and Litigation Expenses

V&M will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If Client fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, V&M may, after giving three (3) days written notice to Client, suspend services under this Agreement until Client has paid in full amounts due V&M for services, expenses and interest.

In the event V&M deems it necessary to refer any unpaid invoices to its attorneys for the purposes of instituting collection or mechanic's liens proceedings, Client agrees to pay V&M's attorney's fees, court costs, and litigation expenses, including fees for expert witnesses, trial and deposition

transcripts, cost of printing briefs, and travel expenses for witnesses, attorneys and employees.

In the event Client asserts a claim against V&M and/or V&M's subconsultants for any act arising out of performance of the services provided herein, whether by an original action, or by counterclaim set-off or other defense to any mechanic's lien or other claim asserted by V&M as a result of Client non-payment of fees and expenses for services rendered, and if Client fails to prevail in such action, counterclaim, set-off, or defense, Client agrees to pay all attorney's fees, costs and litigation expenses (including fees for expert witnesses, trial transcripts and deposition transcripts) incurred by V&M and/or V&M's subconsultants in opposing any such action, counterclaim, set-off or defense.

V&M may withhold the delivery, signature or sealing plans and specifications, and may repossess all plans and specifications previously delivered to or otherwise made available to Client, their agents or assigns, without incurring any liability for direct and/or consequential damages to Client or anyone claiming through them or on their behalf whenever V&M deems it necessary to ensure payment for services rendered. Should any claim for such damages be made, Client agrees to hold V&M harmless from all litigation expenses incurred by V&M as defined herein.

C. Additional Services

In the event additional services beyond those identified in the Scope of Work are required by the Client or by circumstances beyond V&M's control, V&M will furnish such services upon written authorization of the Client. Payment for Additional Services will be charged at the following hourly rates which are inclusive of labor, overhead, payroll burden and profit.

Job Classification	Hourly Rate
Principal	$ 270.00
Senior Project Manager II	$ 240.00
Senior Project Manager I	$ 225.00
Project Manager II	$ 205.00
Project Manager I	$ 180.00
CADD Technician IV	$ 120.00
CADD Technician III	$ 110.00
CADD Technician II	$ 90.00
CADD Technician I	$ 75.00
Clerical Administration II	$ 90.00
Clerical Administration I	$ 75.00
ROW Agent III	$ 170.00
ROW Agent II	$ 120.00
ROW Agent I	$ 100.00
Survey Party (3-Man or 2-man w/Robotic or GPS)	$ 245.00
Survey Party (2-man)	$ 185.00
Survey Party (1-man w/Robotic or GPS)	$ 120.00

Any changes to the previously approved submittals will be considered a change in scope of services and V&M will be entitled to additional compensation at the rates herein specified.

D. Insurance

V&M maintains Professional Liability, General Liability and Workmen's Compensation Insurance. On request, V&M will furnish Client certification of insurance.

E. Termination

In the event of termination of this Agreement by Client, Client shall pay V&M for services (including additional services) rendered, performed, or procured through such phase, including Expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

F. Indemnification and Limitation of Liability

V&M shall hold harmless and indemnify the Client against injury, loss or damage arising out of its performance of the Services, but only to the extent caused by the negligent acts, errors or omissions of V&M. The Client agrees to limit V&M's liability hereunder to Client and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors or omissions, such the total aggregate liability of V&M to all those named shall not exceed V&M's total fee for services rendered on this project.

G. Standard of Care

V&M will perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions. V&M makes no representations or warranties, express or implied, with respect to its services.

H. Severability

If any provision of this Agreement, or application thereof, shall be held invalid, the invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

WE HEREBY AUTHORIZE VAUGHN &MELTON CONSULTING ENGINEERS, INC. TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL. IF ANY PROFESSIONAL SERVICES ARE ORDERED BY A REPRESENTATIVE OF THE CLIENT, FOR ITEMS LISTED ABOVE WITH A RETURNED ACCEPTANCE, THE PRICES AND TERMS OF THIS PROPOSAL SHALL BE IN EFFECT.

ORGANIZATION: VAUGHN & MELTON CONSULTING ENGINEES, INC DATE: July 21, 2025

BY: Ida Buchanan TITLE: Program Manager

ORGANIZATION: TOWN OF BLACK MOUNTAIN DATE: 6-16-25

BY: _____ TITLE Town Manager

Angela Reece

From: Calloway (TranSystems), Michael K <ext-mkcalloway@ncdot.gov>
Sent: Tuesday, April 8, 2025 9:39 AM
To: Rackley, Steven
Cc: Johnson, Gabriel L; Angela Reece
Subject: FW: [External] RE: HL-0013 ROW

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Steve,

We received ROW/Utility approval for HL-0013.

You can proceed with ROW for the project. The Town will be paying you all for the ROW activities and then invoicing DOT for reimbursement.

Fyi. see email string below.

Thanks

Mike Calloway
Division LAPP Liaison
Division 13
North Carolina Department of Transportation

828 230 2560 M
ext-mkcalloway@ncdot.gov

55 Orange Street
Asheville NC, 28801

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From: Angela Reece <angela.reece@tobm.org>
Sent: Monday, April 7, 2025 2:16 PM
To: Calloway (TranSystems), Michael K <ext-mkcalloway@ncdot.gov>

Cc: Johnson, Gabriel L <gljohnson@ncdot.gov>; Harrold, Josh <josh.harrold@tobm.org>
Subject: [External] RE: HL-0013 ROW

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Hi Justin. Thank you. Yes, I have discussed these conditions with management, and we understand and agree to them. We concur that the agreement is for clarity and that ROW was always intended to be the responsibility of the Town. We will invoice JMT directly and then submit for reimbursement.
When you have the agreement ready please forward and Ill get it signed. Have a great day.

Angela L. Reece, MPA, MMC, NCCMC

Project & Facilities Manager
Town of Black Mountain, NC
160 Midland Ave. | Black Mountain, NC 28711
(o) 828.419.9315 | (f) 828.669.4204
Schedule a Meeting
angela.reece@tobm.org | http://www.townofblackmountain.org

From: Calloway (TranSystems), Michael K <ext-mkcalloway@ncdot.gov>
Sent: Monday, April 7, 2025 1:29 PM
To: Angela Reece <angela.reece@tobm.org>
Cc: Johnson, Gabriel L <gljohnson@ncdot.gov>
Subject: HL-0013 ROW

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Angela,

We received approval for ROW funds on HL-0013 today.

I think we could move forward with ROW if the Town will agree with the following:

1. We will need the Town to sign the supplemental agreement when it's ready to move the ROW responsibilities from DOT to the Town. This is typically done prior to ROW starting, but I believe the Town is good with this approach.
2. The Town understands that they will be responsible for paying JMT for ROW acquisition work and will be requesting reimbursement from DOT for the work. Still 80/20 split.

If this is agreeable, I will let JMT know to move forward.

Thanks

Mike Calloway
Division LAPP Liaison
Division 13
North Carolina Department of Transportation

828 230 2560 M
ext-mkcalloway@ncdot.gov

55 Orange Street
Asheville NC, 28801



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