



Transmitted by email:

January 23, 2015

Mr. Mike Nery
Lake View Park Commission, Inc.
P.O. Box 8332
Asheville, North Carolina 28814

Subject: Opinion of Probable Cost and Proposal
Lakeshore Trail Extension
Lake View Park, Beaver Lake
North Asheville, Buncombe County, North Carolina

Dear Mr. Nery:

South Core Environmental, Inc. (South Core) appreciates the opportunity to provide you with this opinion of cost and proposal to: permit if necessary, design, and construct an extension of the lakeshore trail at Beaver Lake in north Asheville. The trail is planned to extend from Glen Falls Road near the old swimming area to Edgewater Road. This letter contains some Background, a Conceptual Plan and Scope of Service, Estimated Costs, and a Schedule to complete the work described below.

Background

Lake View Park Commission (LVP) contacted South Core Environmental in September of 2014 in regard to extending their lakeshore trail from Glen Falls Road to Edgewater Road along the shoreline of Beaver Lake within the Lake View Park easement. South Core responded to LVP via email on September 19, 2014, however the project was apparently tabled until you contacted South Core on January 9, 2015. You explained that LVP would like for South Core to complete an assessment of the proposed location of the trail (site), develop a conceptual design for the trail, and provide an opinion of probable cost as described in the South Core email sent to Ms. Kincaid on September 19, 2014 for a cost of \$650.

South Core has visited the site several times since early January and has retained Mr. Joel Lenk of Quible & Associates, P.C. (<http://www.quible.com/>) to assist with the design of the project, obtain permits that may be required, and generate figures, plans, and specifications of the project should they required by regulatory agencies or desired by LVP.

On January 15 myself and Mr. Lenk met with you and discussed the conceptual plan that is described below.

The goal of this project is to provide LVP with an aesthetically pleasing, cost effective, low maintenance, and long term solution to providing foot path access to the referenced area of the Beaver Lake lakeshore.

Conceptual Plan and Scope of Service

Based on background information stated above, South Core proposes to address LVP needs by constructing a walking trail as described in the conceptual plan and specific tasks described below.

In summary, the conceptual plan for the project involves constructing approximately 1,525 linear feet of pea-gravel surfaced trail that extends from the edge of Glen Falls Road near the old swimming area, along the lakeshore within the LVP easement, to Edgewater Road.

In general the trail will be four feet wide and match the aesthetics of other trails that exist in Lake View Park. Approximately twelve shallow, long-tread steps will descend from Glenn Falls Road. The steps will be constructed of Railroad Ties and trail material as described below.

The trail will be constructed of a base of compacted road-bond aggregate placed on top of a non-woven filter fabric to provide a lasting non-settling trail base. The top layer or walking surface of the trail will be a thin veneer of pea-gravel. The trail will be gently (nearly unperceivably, approximately 1%) out-sloped toward the lake for drainage purposes to promote stormwater flow laterally off the trail rather than allow stormwater to run linearly along the trail.

In areas where the lakeshore slopes significantly toward the lake and the desired out-slope cannot be achieved with the trail base material, a wedge shaped soil lift, wrapped in a durable natural fiber mat will be installed beneath the filter fabric and base material in order to achieve the desired lateral out-slope and a comfortable walking surface. Soil lifts will have a maximum thickness of 6-8 inches compacted, and will extend approximately one foot beyond the downslope (lake side) edge of the trail. In some locations more than one lift will be required. In this case each lift will step back approximately one foot from the lower lift toward the trail. No more than three soil wrapped lifts are proposed in any location of the trail. Exposed portions of each lift that protrude from beneath the trail and the lift above will be seeded with a custom seed mix that consists of native, deep rooted, hearty, grasses, sedges, rushes, and wildflowers that will provide lasting stabilization, aesthetics, and a low border for the lake side of the trail.

Along approximately 160 feet of the proposed trail, in three locations, the LVP easement is narrow and does not provide adequate space to construct the trail as described. In these areas lowering of the lake by approximately 1-2 feet is proposed in order to allow trail construction and placement of additional filter fabric and Class B Quarried Rip-rap stone as additional trail base and width. Rip-rap in these locations will be placed at a thickness that will extend approximately eight inches above the lake's normal pool elevation and to a width sufficient to provide space for lifts and the four-foot wide trail. Rip-rap will not extend into the lake more than 2-3 feet in any location. Above the Rip-rap, the trail will be constructed on lifts and as described above until the desired elevation, width, and out-slope is achieved. A variety of potted native wetland grasses, sedges, and rushes will be planted at the toe of the Rip-rap in the soil on the lake bottom to provide additional aesthetics and protection of the trail from wind chop from the lake.

Placement of "blazed" round, four-inch diameter, locust posts with a finish elevation of approximately four feet above ground surface, spaced every 50 feet at the LVP property boundary between the trail and lakeside homes is proposed. This will encourage trail users to stay on the trail and within the LVP easement.

Finally, stockpiled materials will be placed neatly in accessible and agreed upon areas at either end of the project area. Soil and fine materials capable of being transported by stormwater will be covered and silt fence will be placed around their downslope side. Work will be conducted from either end of the project area toward the center within the LVP easement, approximately in front of the residence at 40 Lakeview Road. Construction will be sequenced such that segments of the trail will be completed and stabilized at the end of each working day. Construction details and specifications consisting of two 11 x 17 inch sheets, one showing a plan view of

the project area and trail types, and the second showing a cross sections of each type of trail to be constructed can be provided upon request for an additional fee described below.

Task 1—Permitting

Correspondence with the United States Corps of Engineers, NC Division of Water Resources, and City of Asheville will be conducted prior to project start to ensure that permitting is not required for the project. Both South Core and Quible do not believe that permitting is required for the project base on the fact that land disturbance and excavation is not part of the scope and that wetlands and water quality will not be impacted as part of the project. If correspondence with the aforementioned agencies results in the need for permitting South Core will notify you and address the cost of permitting at that time under separate cover.

Task 2- Mobilization of Equipment and Machinery

- Upon LVP's notice to proceed South Core will mobilize machinery and materials needed for the project to the site. Equipment and materials will be staged at locations agreed upon by South Core and LVP. Materials and equipment needed for the project include but may not be limited to:
 - Filter Fabric
 - Road Bond
 - Pea-gravel
 - Railroad Ties
 - Locust Posts
 - Soil Matting
 - Plants and Seed
 - Dump Truck
 - Mini Track-hoe
 - Rubber Tire backhoe and Loader
 - Hand Tools

Task 3—Construction of Trail

- As described in the conceptual plan above

Task 4— Clean-up, Disposal, and Demobilization

- At completion of the project all excess materials will be cleaned up and removed from the site. Garbage and debris generated as part of the project will be contained and removed from the site on a daily basis and disposed of properly
- Disturbed areas of the site will be returned to a condition equal to or better than when equipment and materials were mobilized to the site
- Permits, if required, will be closed out with the respective agencies

ESTIMATED COSTS

South Core's estimated cost to complete the Scope of Work and the Tasks described above is [REDACTED]. If construction details and specifications are desired please add an additional [REDACTED]. If preliminary meetings with the aforementioned permitting agencies require permitting to construct this project, costs for permitting will be provided under separate cover. South Core and Quible have provided this cost based on our opinion that this is best solution for your needs. Other solutions or modifications to the plan as presented in the proposal may be possible and can be explored and revised costs provided. South Core respectfully requests that this document, the conceptual plan, or costs not be provided to others who may provide a bid or estimate for this job.

South Core bills on the basis of time and expenses incurred. If necessary time and expenses are less than estimated, the invoiced amount to you will be less than estimated. If additional time or expenses are required, South Core will stop work and notify you as these changes are recognized. South Core estimates that the project can be completed in 20 fair weather working days.

Completion of the project in accordance with the estimated budget and schedule below is based on the foregoing descriptions and the following assumptions:

- Permitting is not required for the project
- South Core is provided access to all necessary portions of the property on an agreed-upon date without delay.
- Underground utilities and structures are located by client prior to start of work and relocation of utilities is not required.
- The proposal does not include geotechnical and structural analysis.
- A topographic or boundary survey is not required of South Core or Quible

SCHEDULE

South Core can initiate work on the project within two week of receiving written notice to proceed. Signing of South Core's enclosed Professional Agreement will constitute written notice to proceed.

South Core appreciates the opportunity to provide this proposal. If you would like additional information, or would like to discuss the information presented in this proposal, please feel free to contact me at (828) 273-5751 or pearcemottershead@gmail.com.

Sincerely,

SOUTH CORE ENVIRONMENTAL, INC.



Pearce Mottershead, Principal

Enclosures: Agreement for Professional Services
Terms and Conditions

**South Core Environmental, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is by and between _____ ("Client"), and South Core Environmental, Inc., with an office in Asheville, North Carolina, who agree as follows:

I. ENGAGEMENT. Client desires to engage South Core Environmental, Inc. to provide certain services in connection with the Client's project, set forth in the attached:

Proposal Date: January 23, 2015
Project Name: Opinion of Probable Cost and Proposal
Lakeshore Trail Extension
Project Site: Lake View Park, Beaver Lake
North Asheville, Buncombe County, North Carolina

For performance of Services, Client shall pay South Core Environmental, Inc. as set forth in the Estimate and in accordance with the terms and conditions attached hereto.

II. CONTRACT DOCUMENTS. The following documents ("Contract Documents") form as part of this Agreement and are incorporated herein by reference:

- A. Estimate 116
- B. Written communication about this project.

III. TO BE COMPLETED BY CLIENT

A. For payment of Services, invoice to the account of:

Client _____
Address _____ Zip Code _____ Phone Number _____
Attention _____ Title _____

B. If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below:

Firm _____
Address _____ Zip Code _____ Phone Number _____
Attention _____ Title _____

C. Unless referenced by number in the following space, Client waives any requirement that South Core Environmental, Inc. execute an acceptance copy of Client's purchase order, numbered _____, presented to South Core Environmental, Inc. for the sole purpose of expediting payment, which purchase order shall not be construed or interpreted to amend, modify, or waive any of the Estimate referenced in Section II.A. above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 20____

Client _____
BY _____
TITLE _____

South Core Environmental, Inc.
BY 
TITLE PRINCIPAL

Terms and Conditions

Performance of Services: The Consultant shall perform the services described in the attached letter proposal in consideration of the stated fee and payment terms.

Additional Services: For additional services not included above, the Consultant shall be compensated as agreed upon in a separate proposal. Additional services will be agreed upon prior to performance by the Consultant.

Access to Site: Unless otherwise stated, the Consultant will have timely access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Retainer/Billing/Payment: The Client agrees to pay the Consultant for all services performed and all cost incurred, as described in the referenced proposal. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either as described in the proposal, upon completion of such services, or on a semi-monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. If the retainage exceeds the cost of services, the excess amount shall be returned following performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance.

Indemnification: Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless, from any damage, liability or cost, (including reasonable attorney's fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the project that is the subject of this Agreement.

Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant; and such consent shall not be unreasonably withheld. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

Certifications, Guarantees and Warranties: The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the project fee. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents: All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used by the Client for any other purpose without the prior written consent of the Consultant; which consent shall not be unreasonably withheld.

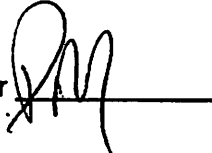
Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

It is agreed that above terms and conditions are incorporated into and made a part of the Agreement for Professional Services.

Initialed:

Consultant/Contractor



Client
