

**AMENDMENT NUMBER 1 TO THE AGREEMENT
“INDIVIDUAL PROJECT ORDER (IPO) NUMBER THREE”
BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment Number 1 dated March _____, 2026 to the agreement “Individual Project Order (IPO) Number Three” between City of Dalton (“Client”) and Kimley-Horn and Associates, Inc. (“Consultant”) dated March 17, 2025 (“the Agreement”) concerning Hangar Site Development – Construction Phase Services (the “Project”).

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

Element 2 – Contract Administration Services

Amendment 1 shall add the following services to this element:

1. **Extended Contract Time.** An additional four (4) months of Contract Administration Services are required due to a construction contract time extension of 118 calendar days granted by the Owner. The following contract administration tasks from the original IPO will be extended to cover the additional contract time:
 - a. **Site Visits and Construction Observation.** The Kimley-Horn Project Manager will make one (1) periodic site visit each month to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation of the site demolition, grading, drainage, utilities, paving, foundations, and markings for finished construction and are not intended to cover Contractor equipment and methods unless specifically required in Contract Documents. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. **(4 additional Site Visits)**
 - b. **Recommendations with Respect to Defective Work.** Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations and / or testing results, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
 - c. **Clarifications and Interpretations.** Consultant will coordinate with the Engineer of Record to provide a response to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations based on information received from the Engineer of Record. Any orders authorizing variations from the Contract Documents will be issued by the Client.
 - d. **Change Orders.** Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
 - e. **Shop Drawings and Samples.** Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to

means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders. Submittals that require interpretation of design intent will be coordinated with the Engineer of Record. Response to those submittals will be based on information received from the Engineer of Record.

- f. **Disputes between Client and Contractor.** Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.
 - g. **Applications for Payment.** Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
2. This element also consists of expenses for project manager's attendance at site visits or progress meetings. Expenses will consist of mileage, meals, postage, and printing costs.

Element 3 – Construction Observation Services

Amendment 1 shall add the following services to this element:

1. Consultant will provide additional daily observation (Daily Observer) and reporting for a maximum of 12 days up to 10 hours/day to meet with the Contractor, observe the condition and progress of the work, discuss schedule, and prepare observation/status report. Observations by Daily Observer will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation of finished construction and are not intended to cover Contractor equipment and methods unless specifically required in Contract Documents. Based on the site visits, Daily Observer will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. Any additional time will be charged at cost, based on the hourly rate schedule.
2. This element also consists of expenses for Daily Observer's attendance at daily observation.

Element 4 – Construction Materials Testing Services

Amendment 1 shall add the following services to this element:

1. **Field Services** consist of up to twenty (20) days of additional field services provided by 2MNext Quality Assurance Testing staff. The following tasks from the original IPO will be extended to cover the additional days of field services:
 - a. **Proof Rolling Observation:** Consist of a visual observation of the exposed subgrades upon completion of undercutting and observing proof rolling of these materials by a staff professional before proceeding with site grading and concrete/asphalt placement in the proposed building and parking areas to identify possible near-surface soil conditions that may cause future building slab or pavement distress. These services also consist of proof rolling of the aggregate base course before proceeding with slab and asphalt placement.
 - b. **Engineered Fill Monitoring and Testing:** These services will consist of monitoring fill placement, verifying lift thicknesses, character, and continuity of the fill, and randomly

performing field density tests to verify the compaction of the fill. In addition, 2MNext will perform proctor moisture/density relationships on the different materials used as fill.

- c. **Steel Reinforcement Inspection:** Reviewing the project documents regarding the steel reinforcement requirements for placement, number, cover, and size and field verification of these items are provided as part of this scope. In addition, 2MNext’s representative will verify the reinforcement steel and dowel placement for the concrete pavement.
- d. **Concrete Sampling and Testing:** 2MNext services consist of reviewing project specifications concerning the design strength and mixes, reviewing concrete delivery tickets to verify that the proper mix is being delivered to the site for the intended usage, sampling fresh concrete for the slump, air content, temperature and unit weight tests and preparing one (1) set of four (4) 6”x12” or one (1) set of five (5) 4”x8” concrete specimens, as per specifications for the interval as directed by the specifications for concrete. The 2MNext representative will also remain on-site after completion of the pour to observe and verify additional curing methods and protection efforts are made.
- e. **Graded Aggregate Base Course Testing:** 2MNext services consist of verifying thickness and performing nuclear density tests to verify the compaction of the material as outlined in the project specifications. In addition, proctor moisture/density relationships will be performed on the graded aggregate base course per specifications.
- f. **Asphalt Observations and Testing services:** 2MNext services consist of monitoring the placement of asphalt and performing nuclear density testing on binder and surface course to verify the density and thickness of the material as it is being placed. Per GDOT testing standards, Air Voids, Mat and Joint Density, thickness, and coring services (as specified) are performed for acceptance of the Asphalt product. Additionally, confirmation of the CQC process at the plant for AC content, gradation, moisture content of asphalt, and aggregates are checked by our staff.

Consultant and Client agree to the following general schedule in connection with the services set forth above: An additional 118 days of contract time has been added to the schedule.

For the services set forth above, Client shall pay Consultant the amount of **\$ 68,950.28**, payable according to the following terms.

- 1. A lump sum fee applies for each task as follows.
- 2. All permitting, application, and similar project fees will be paid directly by the Client.
- 3. Expenses such as mileage, meals, postage, and printing costs are part of the lump sum fee.

Element 2	Contract Administration Services – Amendment 1	\$ 22,770.40
Element 3	Construction Observation Services – Amendment 1	\$ 28,179.88
Element 4	Construction Materials Testing Services – Amendment 1	\$ 18,000.00
Total Consultant Fee – Amendment 1		\$ 68,950.28

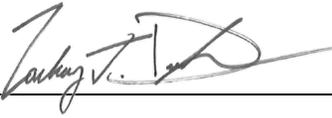
Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

CITY OF DALTON

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED:  _____

PRINTED NAME: _____

PRINTED NAME Zachary J. Dufour

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: March 12, 2026