

AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 2 dated October 26, 2023 to the agreement between Town of Pineville ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated June 27, 2017 ("the Agreement") concerning Johnston Drive Realignment Design (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:

TASK 2 - ROADWAY DESIGN

Kimley-Horn will revise the southern portion of the Johnston Drive Realignment and Childers Lane into the current Final plans and estimate. It is not anticipated that modifications to the Special Provisions will be necessary as a part of the southern project being added. Modifications to the design include:

- Addition of the driveway connection from the abandoned Johnston Drive to Childers Lane and associated stormwater design updates.
- Removal and subsequent addition back of the sidewalk on the north side of Childers Lane along Montgomery parcel.

After an internal review of the plans, Kimley-Horn will submit the Final plans package to NCDOT for review. Kimley-Horn will incorporate NCDOT comments into the revised Final plans.

TASK 4 – SITE/CIVIL DESIGN

SITE/CIVIL CONSTRUCTION DOCUMENTS

Based upon the Client approved Concept 3 (which has been posted on-site during the current construction), Kimley-Horn will develop Construction Documents for the parking lot along the east side of Johnston Drive north of Lyndon Station Drive with the following information:

- Site Plan with:
 - Location data (dimensions, horizontal control)
 - Materials indications (paving, curb and gutter)
 - On-site pavement markings for surface parking areas
- Two-Phase Erosion Control Plan with:
 - Erosion Control measures (silt fence, inlet protection)
 - Stabilization
- Grading and Drainage Plan with:
 - Contours at one-foot intervals and spot elevations at critical locations
 - Stormwater drainage pipe layout
 - Stormwater drainage structures (rim and invert elevations; structural design of underground detention vaults, if required, is not included in the base scope)
- Code Required Planting Plan

- Areas to receive required landscape materials
- Plant list with location and spacing
- An enhanced landscaping/hardscape plan can be provided as an additional service
- Construction Details (Civil)
 - Site materials (paving, curb and gutter.)
 - Erosion control
 - Storm drainage
- Construction Specifications

SITE/CIVIL PERMITTING

Kimley-Horn will submit Site Construction Documents or assist with submittals to the appropriate government review agencies (listed below) for the following:

- Kimley-Horn will submit to the Town of Pineville for full plan review. Kimley-Horn will administer this process and lead the review with coordination from the Client and project co-consultants. Kimley-Horn will incorporate comments from one review. The submittal will include the following department reviews:
 - Grading and Erosion Control
 - Engineering
 - Planning
- Kimley-Horn assumes that no NCDEQ permitting will be required since less than an acre of disturbance is anticipated.

TASK 7 – CONSTRUCTION ADMINISTRATION

CONSTRUCTION PHASE SERVICES

Based on construction progress to date, additional efforts are anticipated beyond what has already been scoped. While KCI is leading the construction administration for the project through a separate contract with the Town, Kimley-Horn is providing support to the efforts as the engineer of record as outlined below.

- *Site Visits* – Attend up to three (3) site visits during construction to observe the Contractor's progress.
- *Shop Drawings* – Review and approve or take other appropriate action in respect to shop drawings, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- *Clarifications/interpretations* – Issue necessary clarifications and interpretations of the Contract Documents to the Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the Client.

TASK 8 - PROJECT ORGANIZATION AND MANAGEMENT

The scale, level of complexity, and overall importance of the project to the Town necessitates the involvement of and interface with key project stakeholders (NCDOT, Contractor, KCI and The

Town of Pineville). As such, regular communication and coordination between Kimley-Horn and the Town will be essential. The scope of work outlines many of the milestone and significant project planned meetings. However, we expect additional coordination among, Kimley-Horn, their sub-consultants and the Town.

a. General Agency Coordination

It is expected that in addition to meetings specifically enumerated within this scope of services, there will be additional informal coordination between Kimley-Horn and the key public agencies. This coordination will take the form of individual phone calls, conference calls, interim documents, etc.

b. General Project Coordination

It is expected that in addition to meetings specifically enumerated within this scope of services, there will be additional informal coordination between the consultant and the Town of Pineville. This coordination will take the form of individual phone calls, conference calls, interim documents, written summaries of current aspects of the project, etc.

Consultant and Client agree to the following general schedule in connection with the services set forth above:

It is anticipated that this amendment is to cover construction administration. The construction schedule is anticipated to be an additional three months.

For the services set forth above, Client shall pay Consultant the following compensation:

It is anticipated that project fees will be modified as shown below.

Current Contract Amount	\$271,500
<u>Additional Requested Budgets:</u>	
Roadway Design	\$ 5,000
Site/Civil Design	\$ 19,000
Construction Administration	\$ 15,000
Project Organization and Management	\$ 2,500
Total Lump Sum Labor Fee	\$ 41,500
Amended Contract Amount	\$313,000

CLIENT:

Town of Pineville

By: [Signature]

Title: Town Manager

Date: 10/24/2023

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]

Title: Vice President

Date: 10/26/2023

This instrument has been
preaudited in the manner
required by the Local Government
Budget and Fiscal Control Act.

Rev 7/18

[Signature]
Finance Officer

10/26/23