

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 1 dated March 10, 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. It is also to remove services to be performed by a KCI as a part of the original contract as they will be contracting directly with the Town.

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 *EB-5949 – NC 51 (Main Street) Improvements* construction documents to incorporate the southern portion of 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.

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.

It is anticipated that Kimley-Horn will also revise the traffic control phasing and details to account for both the northern and southern project to be constructed as one larger project.

Per NCDOT, ROW and Utility/Railroad certifications will need to be obtained for the entire project area including the newly added southern portion. Kimley-Horn will prepare these on behalf of the Town but will need their concurrence on the ROW certification as the ROW necessary for the project was acquired by the Town outside of Kimley-Horn's purview.

TASK 7 – CONSTRUCTION ADMINISTRATION

From Task 7, it is proposed that the following services will be removed from this contract as they will be included in a separate contract between the Town and KCI.

CONSTRUCTION PHASE SERVICES

The estimated hourly fee for this task was developed assuming that during the construction phase it's sub-consultant shall perform:

General Administration

- The Kimley-Horn sub-consultant fee is assumed as an average of 20 hours a week for 6 months. Actual time invoiced will be based on actual time needed to meet contract requirements. Additional scope of work or extension of project duration will need to be negotiated.
- Kimley-Horn's sub-consultant will observe project construction per plans, specifications, construction contract and NCDOT Standards and specifications.

Project Quantities – The sub-consultant will track quantities of materials used on the project and document material received in accordance with the NCDOT standards and practices, based on the latest version of the Standard Specifications and Project Special Provisions (2012).

Construction Engineering and Construction Services

- *Daily Observation Reports* – Kimley-Horn's sub-consultant will observe daily operations of contractor per NCDOT standard specifications. The Town will provide pertinent forms it typically uses for construction projects.
- *Project Diaries* – Construction activities will be monitored and documented by the sub-consultant per NCDOT standards, specifications, and Construction Manual with the approved daily report form. Pertinent forms will be provided to the sub-consultant prior to project so that the correct documentation is used.
- *Materials Received* – Project materials received to be used on the project will be recorded by the sub-consultant per NCDOT standards specifications and Construction Manual.
- *Keep Red Book for Pay Items* – The sub-consultant will maintain and update pay record books to document pay quantities and material received per NCDOT standards specifications and Construction Manual.
- *Coordinate Testing with Contractor and Materials Lab* – The sub-consultant will coordinate testing with the Materials Lab.
- *Verify Testing Certification* – The sub-consultant will conduct verification testing per NCDOT standards, specifications, and Construction Manual.
- *Subgrade Evaluation* – The sub-consultant will observe subgrade operations, including density test and proof rolls.
- *Material Testing* – The sub-consultant will provide NCDOT certified inspectors to conduct concrete testing per NCDOT standards and specifications.

Quality Control/Quality Assurance

As part of QA/QC process, the sub-consultant's project manager will conduct field observations to assess the compliance and quality of work. During the construction phase of the project, the sub-consultant's project manager will make bi-weekly visits to monitor the projects conformity to the approved plans, NCDOT specifications, and all other contractual obligations. Project management reimbursement will be invoiced per the estimate attached.

The following services will remain in the current Kimley-Horn scope:

- *Pre-construction Conference* – Attend one pre-construction conference.
- *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.

- *Record Drawings* – Upon completion of the construction phase, provide to the Client “Record Drawings” of the proposed water line facilities, based on red-lined construction plans as marked up during construction by the Contractor to designate field adjustments made to the plans. Record Drawings will consist of one set each of full- and half-size signed/sealed plans and one CD with the associated AutoCAD files.
- *Final Walk-through* – Kimley-Horn will conduct a final site visit with the Contractor and Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor upon Town/NCDOT approval. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

TASK 8 – NEPA

North Carolina Department of Transportation (NCDOT) and National Environmental Policy Act (NEPA) regulations require that a consultation document be completed prior to the authorization for use of federal funds to acquire right-of-way or begin construction if the most recent NEPA environmental document, such as a Categorical Exclusion (CE), was approved more than a year prior to the request for right-of-way or construction authorization. Kimley-Horn prepared a CE for the subject project, which was approved by NCDOT on July 10, 2020. Kimley-Horn also prepared a Consultation for the subject project that was approved on October 15, 2021. Since more than a year has passed since the completion of the previous environmental document, another consultation must be completed prior to a request for construction authorization being submitted.

Kimley-Horn will prepare a consultation document for STIP Project EB-5949 in compliance with the most recent FHWA and NCDOT standards to assess changes to the environment and project design since the approval of the CE in 2020 and Consultation in 2021. The Consultant will use available GIS and online databases to assess the presence of protected resources such as historic architecture, threatened and endangered species, and jurisdictional resources that may be affected by the proposed project. A draft consultation document will be provided to the Client and NCDOT for review in electronic format. The draft document will be revised based on comments received and distributed to the Client and NCDOT for signature electronically.

A field visit to conduct a threatened and endangered species survey or waters of the US delineations is not anticipated to be warranted based on the findings stated in the CE. However, coordination with the US Fish and Wildlife Service (USFWS) will occur to confirm that previously conducted pedestrian surveys are still applicable. If additional surveys are requested by the USFWS, this will be considered an additional service.

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 six 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 Budgets:

| | |
|-------------------------------------|------------------|
| Data Collection and Analysis | \$ 20,600 |
| Roadway Design | \$ 68,200 |
| Traffic Signal Design | \$ 19,000 |
| Site/Civil Design | \$ 11,000 |
| Water Main Design | \$ 11,000 |
| Construction Administration | \$133,000 |
| Project Organization and Management | \$ 22,200 |
| NEPA | \$ 25,000 |
| Total Lump Sum Labor Fee | \$300,000 |
| Direct Reimbursables | \$ 7,000 |
| Current Contract Amount | \$307,000 |

Amended Budgets:

| | |
|-------------------------------------|------------------|
| Data Collection and Analysis | \$ 20,600 |
| Roadway Design | \$ 83,200 |
| Traffic Signal Design | \$ 19,000 |
| Site/Civil Design | \$ 11,000 |
| Water Main Design | \$ 11,000 |
| Construction Administration | \$ 65,000 |
| Project Organization and Management | \$ 22,200 |
| NEPA | \$ 32,500 |
| Total Lump Sum Labor Fee | \$264,500 |
| Direct Reimbursables | \$ 7,000 |
| Amended Contract Amount | \$271,500 |

CLIENT:

Town of Rineville

By: [Signature]

Title: Town Manager

Date: 3/15/2023

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]

Title: Vice President

Date: 03/14/2023