

### **AMENDMENT NUMBER 3 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 3 dated March 19, 2025 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 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 five (5) 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.
- *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.

<b>Current Contract Amount</b>	<b>\$313,000</b>
<u>Additional Requested Budgets:</u>	
Construction Administration	\$ 25,000
<b>Amended Contract Amount</b>	<b>\$338,000</b>

CLIENT:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: Anthony J. Spaul

Title: Vice President

Date: 3/19/2025