AMENDMENT NO. 1
to the
AGREEMENT FOR ENGINEERING SERVICES

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good valuable consideration, the parties agree to amend the Agreement for Engineering Services on this the _____ day of _____ 2026 as follows:

SECTION 2 - BASIC SERVICES shall be amended to include the following additional services:

SECTION 2.3 – CONSTRUCTION PHASE SERVICES

Execution of Construction Phase Services. Upon written authorization from OWNER, ENGINEER shall:

General Administration of Construction Contract, Consult with OWNER, and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2.3.1 Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor.

2.3.2 The total construction contract time is assumed to be thirteen (13) months. As part of this contract, field observation will be provided by a CFR on a part-time basis during active work. We anticipate 2 visits per week during active construction of (13) thirteen months. Thirteen (13) progress meetings will be held during the 13-month construction time frame. Additional CFR time or construction services will involve an increase in the payments to the ENGINEER as Additional Services under Section 3 of this Agreement.

2.3.3 The purpose of ENGINEER's visits and the representation by the Construction Field Representative, (CFR) at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or

responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. ENGINEER shall give prompt notice to the OWNER whenever ENGINEER observes or otherwise becomes aware of any defect in the Project or of any material deviation of Contractor's work from the Contract Documents.

2.3.4 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.

2.3.5 Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be

other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

2.3.6 Assist the OWNER in the selection and coordination of an independent geotechnical and materials testing laboratory, if required, to be provided at the OWNER's expense.

2.3.7 Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, 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 by the Contract Documents. Such reviews and any approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.

2.3.8 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.

2.3.9 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

2.3.10 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.

2.3.11 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.3.12 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

2.3.13 Review the Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.

2.3.14 Promptly after notice that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct a pre-final observation site visit to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, Infrastructure Finance Services, and Contractor.

2.3.15 In company with OWNER's representatives, conduct a final observation site visit to determine if the Project has been completed in accordance with the Contract Documents and if the Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve to the OWNER final payment to the Contractor.

2.3.16 Provide or make available all Project files and information to effect project closeout.

SECTION 6 – PAYMENT TO THE ENGINEER shall be amended to include the following additional services:

6.1 PAYMENT FOR BASIC SERVICES

6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum fee, inclusive of all reimbursable expenditures.

Construction Phase Services	**$221,250.00**

ATTACHMENT B shall be replaced with the following:

BASIC FEE SCHEDULE

July 2025

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	$320			
Principal – Regional Manager – Director	$265	$275	$295	$305
Practice Area Lead	$235	$260	$285	$295
Senior Project Manager	$235	$255	$280	$290
Senior Engineer	$235	$255	$280	$290
Project Manager	$205	$220	$235	$245
Senior Project Engineer	$205	$220	$235	$245
Project Engineer	$165	$180	$190	$200
Engineering Associate	$145	$155	$160	$165
Planner- Consultant – Designer	$145	$160	$180	$200
Engineering Technician	$130	$145	$155	$165
CAD Operator – GIS Analyst	$110	$120	$135	$145
Construction Services Manager	$190	$200	$210	$225
Construction Administrator	$145	$160	$170	$185
Construction Field Representative	$120	$130	$145	$155
Project Administrator	$110	$130	$135	$155
Funding-Financial Service-Manager	$215	$230	$240	$250
Grant Administrator	$135	$150	$160	$170
Environmental Specialist	$115	$125	$130	$135
Administrative Assistant	$90	$100	$110	$125
Survey Party Chief	$110	$125	$140	$160
Survey Field Technician	$95	$100	$105	$110

EXPENSES

a. Mileage - $0.75/mile
b. Flow Monitoring Equipment: Pressure Flow Meter- $400/wk.; Gravity Flow Meter - $1,000/deployment
c. Robotics/GPS Equipment: $35/hr.
d. Aquatic Surveying Equipment – Vessel $250/day
e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By: _____

Douglas Chapman, PE
Vice President/Hickory Office Manager

(SEAL)

CITY OF LINCOLNTON

ATTEST: _____

City Clerk

By: _____

Richard Haynes
City Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____

Pamela McBryde, Finance Director
City of Lincolnton

APPROVED AS TO LEGAL FORM:

By: _____

City Attorney