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INDIVIDUAL PROJECT ORDER NUMBER 03

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the Town of Black Mountain (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated 10/14/2025, which is incorporated herein by reference.

Identification of Project:

Project Name: Flat Creek Flood Mitigation Project
KH Project Manager: Jason Claudio-Diaz
KH Project Number: 016490005

Project Understanding:

The Town of Black Mountain (The Client) intends to use the North Carolina Disaster Relief and Mitigation fund (DRMF) to fund the planning, design, and permitting services for flood mitigation efforts along the Flat Creek corridor. Specifically, culvert replacements and streambank stabilization on Flat Creek Tributary 1 were identified in the preliminary study completed by WK Dickson. A detailed description and scope of services are included below.

Specific scope of basic Services:

Task 1 – Data Collection
Kimley-Horn will provide field surveys to document the size, material, condition, and location of drainage systems. The survey will also include 1-foot topographic mapping, utility locates (NC811), location of trees greater than 12” diameter at breast height (dbh), property lines (for up to 20 parcels), right-of-way, curb, sidewalk, edge of pavement, fencing, structures, and other items located within the survey as shown in the attached survey area exhibit. The survey sub-consultant will provide survey notification to the affected property owners. Kimley-Horn will also conduct an on-site visual assessment to document existing conditions.

This task includes subsurface utility engineering (SUE) level B, which includes marking the presence and approximate horizontal position of the subsurface utilities by use of geophysical prospecting techniques.

A geotechnical sub-consultant will perform up to six (6) Standard Penetration Test (SPT) soil borings to a planned depth of 15 feet or to auger refusal/skewing. Groundwater measurements will be taken within the boreholes. The geotech will perform laboratory testing consisting of Atterberg limits, water content and grain size analysis. The geotech will provide a written summary report documenting the work, providing descriptions of the encountered subsurface conditions, providing headwall later earth pressure parameters and foundation support recommendations, and discussing geotechnical-related aspects of construction. The bore holes will be backfilled with soil and capped with asphalt cold patch (if required).

Task 2 – Public Involvement
Kimley-Horn will conduct three (3) in-person public meetings. Kimley-Horn will provide the public meeting material (1-2 posters, a sign-in sheet, and handouts), document the general conversation, and provide meeting summaries. Kimley-Horn will prepare flyers and mailers for each meeting. The Town or Land of Sky will assist with the distribution and display of the flyers in public locations.

Task 3 – Hydraulic Design
Kimley-Horn will update the existing models used in the previously completed stormwater study using the information collected in Task 1. Kimley-Horn will use the existing models (if available) as a basis for the

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proposed conditions models. If the existing models are not available, Kimley-Horn will create existing conditions models. It is anticipated that the proposed improvements will be designed to provide capacity for greater than the 50-year design event without overtopping and will check for pressurized flow. Kimley-Horn will perform an attenuation analysis to estimate the effect of attenuation within the system due to the culverts being in a series. Kimley-Horn will provide a basis-of-design report to document the calculations and assumptions made during the design and modeling of the proposed improvements.

This task also includes an analysis of potential downstream impacts using the 10% rule. The project will be analyzed to estimate impacts to the downstream infrastructure up to a point where the project drainage area is equal to 10% of the total drainage area. Based on the location of this project, downstream impacts are not anticipated. It is assumed that no new hydrology calculations or modeling is required and is not included in this scope of services.

Kimley-Horn will complete an evaluation of existing channel form and processes, including bed material, bank stability, entrenchment, width-to-depth ratio, sinuosity, and floodplain connectivity, to inform restoration and stabilization strategies. The design of stream stabilization measures is consistent with natural channel design techniques, which may include bank grading, floodplain benching, riffle–pool sequencing, step-pool structures (where appropriate), use of large woody material, and native substrate and vegetative reinforcement. Lastly, the integration of stream stabilization design with culvert geometry to provide continuity of slope, alignment, and bed material through the crossing reduces hydraulic drops and minimizes long-term maintenance and scour risks.

Task 4 – Plans and Cost Estimate
Kimley-Horn will prepare plans and an opinion of probable construction costs (OPCC) for review by Land of Sky and the Town. The following items will be completed:

- 30% Conceptual Design
    - Summary of existing conditions, including survey
    - Basis of design report
    - Plan view of proposed design elements in a detailed exhibit.
    - Estimate of quantities and OPCC
    - Identify necessary easements required to complete the project and coordinate with the Town. Easement negotiations may be performed as an additional service.
    - Coordinate with the public and private utility providers within the proposed project limits. Utilities will be located using 811 and will be included in Task 1. This task does not include any utility relocation design. It is assumed that the proposed improvements can be made without relocation or major adjustments to the utilities.
- 60% Design Plans
    - Plans to include: Cover, Notes, Index, Legend, Plan View, Grading Limits, Utility Conflicts, Details, and Tree Protection Plan.
    - Minor utility conflict design. No major relocation is assumed as part of this scope. Minor utility relocations are assumed to include underground electric, service water and gas, and underground cable. Sewer relocations, water or gas distribution, overhead power, and fiber optic lines are considered major.
    - Estimate of quantities and OPCC
    - Prepare easement exhibits (up to twenty (20)) and up to twenty-five (25) hours of discussions with the property owners affected by the project. This task does not include the preparation of plats, appraisals, or negotiations.
- 90% Design Plans
    - 60% plans and Storm Profiles, Invert Tables, Cross-Sections, Planting Plans, Traffic Control, Erosion and Sediment Control
    - Estimate of quantities and OPCC
    - Kimley-Horn will perform the structural design of reinforced concrete or precast concrete headwalls and wingwalls, including evaluation of geometry (parallel, flared, or straight wing

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configurations), hydraulic entrance considerations, and compatibility with culvert material and size. Kimley-Horn will coordinate with a qualified geotechnical subconsultant to perform subsurface exploration at representative culvert and headwall locations. The subconsultant will prepare a geotechnical engineering report summarizing subsurface conditions and providing foundation recommendations for culverts and headwalls, including bearing capacity, settlement considerations, lateral earth pressures, excavation support considerations, and construction recommendations. Kimley-Horn will incorporate geotechnical recommendations into the final design documents.

- Final Plans
    - Updates to the 90% plans will meet the requirements of the Town, NCDOT, and NC Department of Environmental Quality (NCDEQ) Stormwater Design Manual.
    - Project manual and technical specifications
    - Quantities and Final OPCC
    - Permits (see Task 5)
    - A cost-benefit analysis is not assumed in this scope.

Quality Assurance/Quality Control.

- Kimley-Horn will implement the processes that are defined in our internal Quality Assurance/Quality Control Manual. These include creating a project work plan that includes what will be reviewed, who is reviewing it, when it will be reviewed, and setting internal deadlines to provide time for the reviews and for updating based on input. The deliverables will be reviewed for accuracy, completeness, and logic. The senior project manager is responsible for this task.
- In addition to the reviews, Kimley-Horn will also maintain appropriate records of the projects and activities. This often includes a document that is maintained throughout the life of the project. This document will include all meeting minutes, copies of client directives, a summary of decisions, significant correspondence, copies of deliverables, invoices, schedules, exhibits, quality control reviews, and agency comments.

Task 5 – Permitting

Kimley-Horn will prepare and submit permit applications with the 60% plans for the following permits that are expected to be required for the project:

- NCDEQ – Erosion and Sediment Control
    - Includes one (1) pre-construction meeting with NCDEQ staff.
    - Includes two (2) rounds of comments/revisions.
- Floodplain Development Permit
    - Includes one (1) pre-construction meeting with Town staff
    - Includes two (2) rounds of comments/revisions.
    - A CLOMR and LOMR is not included in this scope.
- Utilities (if applicable)
    - Includes two (2) rounds of comments/revisions.
- USACE/NCDWR – Section 404/401 Permitting
    - Aquatic Resources Delineation – Kimley-Horn will review readily available data and conduct field reconnaissance to verify the presence or absence of potential waters of the U.S., including wetlands. Soils, vegetation, and hydrology will be evaluated at representative locations and documented using USACE Regional Supplement Data Forms within Ecobot, with wetlands identified using the USACE 1987 Manual and the applicable regional supplement. Wetland and open water boundaries, stream origins, and flow-regime changes will be flagged and numbered in the field, with streams evaluated using the NCDWR methodology. Sub-meter GNSS data will be collected for all flagged features and

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road crossings and used to support client planning figures and USACE verification. Following completion of field delineation, Kimley-Horn will prepare a formal Aquatic Resources Delineation Report (ARDR) suitable for USACE permitting coordination. The ARDR will document identified aquatic resources, applicable regulatory context, investigation methods, resource descriptions, supporting figures/photos/data forms, and an opinion of jurisdiction based on current guidance. GIS shapefiles of delineated resources and associated data, along with project figures for Client use, will also be provided.

- NCSHPO Consultation – Kimley-Horn will review the North Carolina State Historic Preservation Office (NCSHPO) HPOWEB GIS Service to identify documented historical, architectural, or cultural resources known to occur within the project area. Following the review, Kimley-Horn will prepare and submit a project scoping letter to NCSHPO requesting review and comment for the proposed site. If any historical, architectural, or cultural resources are identified within the project area, then further coordination with NCSHPO may be necessary and would be completed as an additional service.
- T&E Species Assessment & USFWS Consultation – Kimley -Horn will conduct a protected species assessment to identify wildlife protected under federal laws, including the Endangered Species Act (ESA), Migratory Bird Treaty Act (MBTA), and Bald and Golden Eagle Protection Act (BGEPA), administered by the U.S. Fish and Wildlife Service (USFWS).

  The assessment will compile and evaluate readily available federal and state databases and GIS resources to identify documented occurrences of federally threatened and endangered (T&E) species, migratory birds, bald and golden eagles, potentially suitable habitat, environmentally sensitive land uses, and designated critical habitat within the Project Area. Data sources reviewed will include USGS topographic maps, aerial imagery, LiDAR, National Wetlands Inventory (NWI) mapping, USFWS Information for Planning and Conservation (IPaC), and the North Carolina Natural Heritage Program (NCNHP) Online Data Explorer.

  Based on a preliminary review of the USFWS IPaC database conducted on May 4, 2026, the following federally listed species are documented within the Project Area watershed:

  - **Mammals:**
    - Tricolored Bat (*Perimyotis subflavus*) – Federally Endangered (Proposed)
    - Gray Bat (*Myotis grisescens*) – Federally Endangered
  - **Reptiles:**
    - Bog turtle (*Glyptemys muhlenbergii*) – Similarity of Appearance (Threatened)
  - **Insects:** Monarch Butterfly (*Danaus plexippus*) – Federally Threatened (Proposed)
  - **Amphibians:** Eastern hellbender (*Cryptobranchus alleganiensis alleganiensis*) – Federally Endangered (Proposed)

  Kimley-Horn will prepare a brief protected species habitat assessment memorandum summarizing regulatory context, methods, key findings, and site-specific conclusions, with habitat mapping attached. The memo will assess the need for species-specific pedestrian surveys; if recommended, Kimley-Horn will provide a separate scope and fee and notify the Client if subcontracting is required. Upon Client authorization, the memo may be submitted to the USFWS to initiate consultation, with any additional agency-requested work treated as additional services.

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- Section 404/401 Permitting – Kimley-Horn will prepare and submit the required Section 404/401 permit applications (Pre-Construction Notifications) to the USACE and the NCDWR. This scope assumes the proposed culvert replacements qualify for Nationwide Permit (NWP) 3 (Maintenance) and NWP 27 (Aquatic Habitat Restoration, Enhancement, and Establishment). It is assumed that an Individual Permit will not be required and is not a part of this scope of services. Kimley-Horn will coordinate agency submittals and support permitting review, including participation in one (1) pre-application meeting with USACE and NCDWR staff. Any permitting actions beyond these assumptions would be considered additional services.

Task 6 – Construction Administration

Kimley-Horn will provide bid assistance to the Town. The bid assistance will include responding to three (3) rounds of questions/requests for more information (RFI). We will also attend the pre-bid conference and bid opening. Kimley-Horn will compile the bids and review them for completeness and responsiveness. Kimley-Horn will issue applicable addenda and will distribute bid documents as requested by bidders. It is assumed that we will provide up to ten (10) full-size sets of plans. Kimley-Horn will review the responsive bidder(s) packages to verify that each bid package is complete and is compliant with DRMF requirements.

Kimley-Horn will provide limited construction administration services. We will organize and attend the pre-construction meeting, up to forty-eight (48) weekly construction coordination calls (up to 1 hour in duration), twelve (12) monthly progress meetings (up to 1 hour in duration, in addition to travel), and three (3) punch list meetings, including at substantial completion, final inspection, and the 10-month warranty. Kimley-Horn will coordinate with a subconsultant for construction engineering and inspection (CEI), including management of the CEI scope, participation in progress meetings, review of inspection reports, and coordination.

Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor’s performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

We will compile and review change order requests (up to 3). Kimley-Horn will provide redline markups of the plans that document any field or design changes during construction. No new survey or construction stake-out is assumed in this scope of services. We will also provide an Operation and Maintenance (O&M) Plan to the Town following the completion of construction. The O&M plan will provide details on ownership, recommended regular and long-term maintenance, and items that should be inspected by the Town, including some typical issues that may be encountered and typical remedies for those issues.

Kimley-Horn may require special inspections or material testing of the Contractor's work and may receive and review certificates of inspections within the Consultant’s area of responsibility. Kimley-Horn’s review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Kimley-Horn is entitled to rely on the results of such tests. Inspections and testing services are not included in this scope of services.

Kimley-Horn will respond to reasonable and appropriate up to five (5) Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by the Client.

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Kimley-Horn will review Shop Drawings and Samples and other data that the 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.

Kimley-Horn will, if requested by the Client, render a written decision on all claims of the 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.

When requested by Contractor and Client, Kimley-Horn will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Kimley-Horn will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

Kimley-Horn will conduct a site visit at 10-months after the final completion visit. We will provide a punch list if applicable, or a letter affirming the project is complete.

Kimley-Horn will assist Land of Sky in coordinating and submitting the required closeout requirements for the DRMF funding, including a closeout letter indicating the project is complete, and all funds were used, the Summary of Documentation form, copies of all invoices, and a copy of proof of payment, bid documents, contracts, insurance documentation, and required photographs (if applicable).

Task 7 – Project Management
Kimley-Horn will provide bi-weekly email updates to the Town and Land of Sky and will attend up to thirty-six (36) monthly coordination calls (virtual) to provide progress reports to the Town and Land of Sky. It is assumed that these calls will be up to 1 hour in duration. Kimley-Horn will assist Land of Sky in providing grant compliance quarterly progress reports to NCEM. Kimley-Horn will also attend up to two (2) site visits with Land of Sky and the Town's staff as needed. It is anticipated that these visits will be up to 1 hour in duration, plus travel. Kimley-Horn will provide bi-weekly email updates to the Town. This task also includes schedule updates and invoice preparation.

Additional Services if required:
Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Major utility relocation design and permitting, including water, sewer, and private utilities.
- Structural design (it is assumed that the recommended stormwater components will all be NCDOT standard details)
- Real estate services
- Post construction survey
- Meetings and site visits beyond what is listed above
- Plan updates or redesign based on project budgets or bidding
    - It is assumed that parts of the project may be removed to bring the project within budget, and no redesign is included.
- Construction inspections and testing
- Audit Support

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Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- Assist with coordination with the property owners within the project area.
- Provide meeting space for the public meetings.

Schedule:

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed-upon schedule. It is assumed that the final deliverable will be provided within five hundred and forty (540) days of notice to proceed. Schedule is contingent upon timely agency review and response.

- Task 1: Data Collection — 45 days from NTP
- Task 2: Public Involvement — 60 days from NTP
- Task 3: Hydraulic Design — 90 days from NTP
- Task 4: Plans and Cost Estimates — 540 days from NTP
- Task 5: Permitting — 450 days from NTP
- Task 6: Construction Administration — 12-month duration (assumed)
- Task 7: Project Management — on-going
- Expenses — on-going

Fees and Expenses:

Kimley-Horn will perform the services in Tasks 1-7 for the total lump sum labor fee below.

Task	Description	KH Fee
1	Data Collection	$18,000
2	Public Involvement	$18,700
3	Hydraulic Design	$78,700
4	Plans and Cost Estimate	$94,900
5	Permitting	$92,500
6	Construction Admin	$67,900
7	Project Management	$53,500
n/a	Expenses	$36,600
n/a	Terracon (geotech)	$11,900
n/a	Pilot SE (survey)	$58,000
n/a	Telics (real estate)	$5,000
n/a	Terracon (CEI)	n/a[1]
	Total Lump Sum Fee	$535,700

1 Services to be scoped at a future date

Lump sum fees and expenses 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.

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ACCEPTED:

CLIENT	**KIMLEY-HORN AND ASSOCIATES, INC.**
BY:_____	BY: DocuSigned by: Jason Lee Claudio-Diaz 4FEAC9A7F9F946F...
TITLE:_____	TITLE: Vice President
	P.E. No.: 035665
DATE:_____	DATE: 7/24/2026