# INDIVIDUAL PROJECT ORDER NUMBER 02

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and Town of Black Mountain (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 13, 2025, which is incorporated herein by reference.

**Identification of Project:**

**Project Name:** Veterans Park Pedestrian Improvement Project

**KH Project Manager:** Carter Moreau, PE

**Project Number:** 016490004

**Project Understanding:**

The Veterans Park Pedestrian Improvement Project will include preliminary engineering and design for the construction of approximately 130 feet of prefabricated steel pedestrian bridge, along with approach improvements, stretching from Veterans Park across the Swannanoa River towards Montreat College. This project includes reconstruction of existing abutments, greenway improvements, and a pedestrian bridge. It is understood that the improvements will be contained inside of Town of Black Mountain property, therefore no easement exhibits, plats, or right-of-way acquisition services are included in this proposal.

The Project is anticipated to receive FEMA Public Assistance funding. Kimley-Horn will use the FEMA-approved project description and eligible scope of work furnished by the Town as a basis for design and will identify material deviations of which Kimley-Horn becomes aware. FEMA and the Town retain sole authority to determine funding eligibility and reimbursement. Kimley-Horn does not warrant or guarantee FEMA eligibility or reimbursement.

**Specific scope of basic Services:**

Kimley-Horn will provide the services specifically set forth below.

**Task 1 – FEMA Environmental and Historic Preservation Documentation Support**

Environmental documentation and FEMA project support services for the project will be provided as follows:

- Kimley-Horn will review the FEMA-approved project description, eligible scope of work, available Damage Description and Dimensions, Environmental and Historic Preservation requests, and other project-specific FEMA documentation furnished by the Town.
- Kimley-Horn will prepare a Start of Study Letter and accompanying Project Vicinity Map and Environmental Features Map for distribution by the Town to applicable federal, state, and local agencies and other stakeholders. One revision based on consolidated Town comments is included.
- Kimley-Horn will prepare one design-scope comparison memorandum identifying principal components of the proposed design and comparing them to the FEMA-approved project description furnished by the Town. Based on information available to Kimley-Horn, the memorandum will distinguish restoration, applicable code-and-standard upgrades, potential betterments or locally funded improvements, and material deviations requiring Town direction.
- Kimley-Horn will provide professional engineering information reasonably available from its services for up to four FEMA Requests for Information or Environmental and Historic Preservation information requests.
- Kimley-Horn will coordinate with the Town, FEMA-designated representatives, and applicable agencies concerning technical engineering information prepared by Kimley-Horn. Kimley-Horn will not act as the Town's grant administrator or Authorized Representative unless added by written amendment.
- Kimley-Horn will provide technical engineering support for scope clarifications, code-and-standard documentation, change-order eligibility narratives, cost-estimate reconciliation, and the engineering portions of closeout documentation identified in Task 13.
- Kimley-Horn will coordinate Section 106, Section 6(f), wetland, stream, protected species, and related environmental matters only to the extent specifically described in this IPO. Specialty investigations, surveys, mitigation plans, an Environmental Assessment, or an Environmental Impact Statement are Additional Services.

FEMA, the Town, and applicable agencies retain sole authority for funding, eligibility, environmental clearance, and regulatory determinations. Kimley-Horn's services are advisory and technical and do not constitute legal opinions, certifications of reimbursement, or guarantees of agency approval.

At each design milestone, design deliverables will be developed using the FEMA-approved eligible scope of work furnished by the Town as the basis of design. Where applicable, Kimley-Horn will identify and document distinctions between eligible pre-disaster restoration, code-and-standard upgrades, and betterments based on information available to Kimley-Horn.

**Task 2 – Environmental Permitting**

- Wetland and Streams Delineation – Kimley-Horn will prepare field mapping and conduct field delineation of the project area to verify the absence or presence of potential waters of the U.S., including wetlands. Wetlands and open waters will be identified using the three-parameter approach described in the USACE 1987 Wetland Delineation Manual and applicable Regional Supplement. Kimley-Horn will determine the absence or presence of jurisdictional streams using the current NCDWR stream identification methodology and collect sub-meter GPS data for planning and agency verification.
- Protected Species Surveys and USFWS Coordination – Kimley-Horn will review the USFWS list and NCNHP database and perform a habitat assessment concurrently with the delineation effort. If potentially suitable habitat is identified, Kimley-Horn will coordinate with USFWS to determine whether species surveys are required and will prepare technical documentation supporting the applicable effect determination. Final agency determinations remain with USFWS.
- PCN Application (if impacts are anticipated) – Kimley-Horn will prepare and submit the appropriate 404/401 permit applications to USACE and NCDWR and track the applications through the regulatory process. Kimley-Horn assumes impacts will be less than 0.1 acre of wetlands/waters and/or less than 0.02 acre of stream and will not require compensatory mitigation. If impacts exceed these thresholds, compensatory mitigation coordination will be an Additional Service.

**Task 3 – Preliminary Design Plans (30% Design)**

Kimley-Horn will prepare 30% Preliminary Plans which will consist of:

- Title Sheet
- Typical Sections
- Plan Sheets (1-inch = 20-feet horizontal)
- Horizontal curve data
- Superelevation
- Preliminary slope stake lines
- Profile Sheets (1-inch = 10-feet vertical)
- Vertical profile will match existing roadway
- Cross Sections (1-inch = 10-feet)
- Cross Sections every 50’ along sidewalk
- Station labels, cross slope labels and existing ground labels for each cross section
- Preliminary Opinion of Probable Construction Costs (OPCC)

All plans, designs, specifications, and estimates shall conform to the latest edition of AASHTO and NCDOT standards and practices for highway construction.

Kimley-Horn will conduct one (1) two (2) hour site visit to perform general site reconnaissance during the preliminary design phase. Kimley-Horn will submit the 30% Plans in electronic (PDF) format to the Town. Kimley-Horn will provide a Quality Control/Quality Assurance review of the 30% Plans prior to submittal.

Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor’s methods of determining prices or over competitive bidding or market conditions. All provided opinions of probable costs are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn’s judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

**Task 4 – Geotechnical (Terracon)**

Terracon’s original scope of services, including all tables, figures, exhibits, assumptions, limitations, additional services, and the coordinates stated therein, is attached to and incorporated into this IPO as Exhibit A without revision. Kimley-Horn has not modified Terracon’s language. If any discrepancy exists, Terracon’s original attached proposal controls.

**Task 5 – 60% Design Plans**

**Drainage Design**

Kimley-Horn will perform preliminary hydraulic analysis for drainage pipe crossings and linear ditches along the proposed alignment for incorporation into the greenway and tunnel plans. This analysis will be based upon the topographical information included in the survey and base mapping and supplemented with GIS contour information, USGS Quad maps, FEMA information, and Owner provided flown topography mapping. The anticipated tasks associated with the drainage evaluation concurrent with the 60% design plans include:

- Conduct field reconnaissance of existing and proposed drainage features and patterns associated with proposed trail pipe crossings and existing ditches.
- Size all cross pipes along trail alignment and determine critical trail profile minimums to allow for the proposed cross pipes.

- Design proposed ditches necessary to appropriately drain low areas adjacent to proposed trail and to replace existing ditches impacted by the proposed trail.
- Evaluate and design necessary revisions to existing hydraulic structures that may be impacted by the proposed trail.
- Finalize hydraulic designs for ditches, storm drainage systems, drop inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features and associated labeling.
- Draft anticipated ditches and final cross pipes into the trail profile sheets.

**Erosion and Sediment Control Design**

Engineer will design and specify erosion control measures which minimize erosion and limit off-site sedimentation during construction. The design will be in accordance with the requirements of the NCDEQ and the Town.

**Pedestrian Bridge and Greenway Design**

Kimley-Horn will further the design for the bridge and greenway approaches with the layout agreed upon with the Town during the 30% design phase.

Deliverables:

- 60% Design Plans
- Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will address up to two (2) rounds of consolidated comments from the Town and FEMA on the 60% plans.

**Task 6 – Structural Plans**

The structural design of one (1) pedestrian bridge will be performed in accordance with the AASHTO Guide Specification for the Design of Pedestrian Bridges and the AASHTO LRFD Bridge Design Specifications; and based on the foundation recommendations provided by the project Geotechnical Engineer and the hydraulic study. It is assumed that the pedestrian bridge will consist of a prefabricated superstructure designed by others, supported by cast-in-place concrete on H-Piles designed by Kimley-Horn. Geotechnical recommendations were not available at the time of this scope and fee. If a different substructure unit or foundation type is recommended than that assumed above, Engineer will develop a new scope and fee for any additional effort.

**Preliminary Bridge Plans**

Engineer will develop Preliminary Bridge Plans, which will include two (2) plan sheets for the structure showing plan, profile, and typical pedestrian bridge section. Preliminary Bridge Plans will be submitted to the Town for review at the 60% plan phase. Engineer will incorporate any comments provided by the Town into the Final Bridge Plans.

**90% and Final (100%) Bridge Plans**

Kimley-Horn will develop 90% plans consisting of bridge plan and elevation, index of drawings, general notes, foundation data, conceptual prefabricated steel truss superstructure plan and details including specifications, and substructure plans and details. Kimley-Horn will advance the 90% plans to Final Bridge Plans consisting of construction documents and specifications. An OPCC will be developed based on quantities determined in the design.

**Pedestrian Bridge Basis of Design**

- Bridge length, span options, and height above creek/stream shall be based on hydraulic requirements.
- Engineer has assumed one (1) span length for this scope of work.
- The maximum walkway (clear) width shall be 10 feet.
- The maximum vehicular live load shall be H-5.
- The anticipated span is 130 feet, simple span.
- The superstructure will be a prefabricated structure designed by others based on details and performance specifications in the contract documents.
- The anticipated substructure units will consist of reinforced concrete founded on steel H-Piles.

At each design milestone, Kimley-Horn will compare material project elements to the FEMA-approved project description furnished by the Town and identify material deviations of which Kimley-Horn becomes aware. This comparison is technical documentation only and is not a determination or guarantee of FEMA eligibility.

Kimley-Horn shall produce specifications for the bridge main spans suitable for bidding.

**Task 7 – Structural Construction Administration**

Kimley-Horn will provide limited construction phase services to the Town for the Project as identified below.

Kimley-Horn will not direct the work of the Contractor, and does not guarantee the performance of the

construction contracts, and has no responsibility for the Contractor's means, methods, and safety at the Site. Kimley-Horn is not responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors. This task assumes Kimley-Horn will provide the following services and is limited to 48 hours.

- Clarifications and Interpretations - Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations of the Contract Documents to the Client. Any authorization of variations from the Contract Documents will be made by the Client. The scope assumes up to ten (10) RFI's at approximately 1-hour each for response.

- Review and Response to Shop Drawings - Kimley-Horn will review and respond to certain Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. The scope assumes up to seven (7) shop drawing reviews at approximately 4-hours each for review. The following shop drawings are expected for review:
    - Concrete Mix Designs and Materials
    - Stay-In-Place Forms
    - Steel Piles
    - Reinforcing Steel
    - Formwork
    - Prefabricated Metal Truss
    - Anchor Bolts

- Site Visits - Kimley-Horn will visit the site, at the request of the Client, to observe construction of improvements designed by Kimley-Horn. Visits will be periodic, and observations will not be exhaustive or extend to every aspect of the Contractor's work in progress. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents or permits. The scope assumes up to four (4) site visits at approximately 7 hours each site visit. Travel time will be billed.

**Task 8 – Permitting & Coordination**

- Sedimentation and Erosion Control Permit – Engineer will prepare and submit a sediment and erosion control permit to the Asheville Regional Office of NCDEQ. The permit application package will include the NCDEQ E&SC checklist, Financial Responsibility Form signed by the Town, calculations package, Construction Plans, and application fee.
- Buncombe County Building Permit – Kimley-Horn will prepare and submit a building permit application and associated plans to Buncombe County.
- Up to two (2) rounds of drawing revisions due to reasonable regulatory review are included in this Scope.

Kimley-Horn has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to permit status, probability, and timeframe for approvals are based solely on professional experience and past experience.

**Task 9 – Utility Coordination**

Kimley-Horn shall not be or become responsible for design or construction by utility companies as a result of performing the work of this section. Kimley-Horn shall provide coordination with privately owned utilities which may be affected by the design of the Project and whose respective owners are responsible for design and adjustments to these utilities, if any. Coordination will include:

- Utility analysis
- Identify utility agencies and/or owners
- Develop utility contact list
- Distribute plans
- Preliminary utility meeting and individual/field meetings
- Collect and review utility plans and data and prepare a utility conflict analysis
- Identify utilities with compensable rights
- Utility design meetings
- Utility-by-Others plans

**Task 10 – Construction Documents (90% and 100% Design)**

Kimley-Horn will prepare final construction documents for submittal as Draft Final and Final Construction plans for bidding. Drawings shall comply with applicable requirements of the Americans with Disabilities Act and Accessibility Guidelines and current applicable State and local codes. Construction Documents will include site drainage, grading, erosion control, layout, sidewalk design, details, and a specification manual for a formal unit-price bid procedure using NCDOT standards. The Town will provide Town-specific forms and narratives for the front-end specifications, and Kimley-Horn will assemble the bid book and prepare project-specific provisions and bid tab.

**<u>90% (Draft Final) Plans</u>**

Kimley-Horn will prepare Draft Final plans, technical specifications, bid documents, and final OPCC and will provide a Quality Control/Quality Assurance review before submittal. Two (2) rounds of comment responses are anticipated.

**100% (Final) Sealed Plans**

Upon receipt of comments or approval, Engineer will furnish one reproducible set of final sealed construction plans and documents for bidding and construction. Kimley-Horn will provide one sealed hard copy, a DocuSign PDF, and one electronic set in PDF format with applicable CADD files.

**Task 11 – Meetings & Coordination**

- Monthly progress meetings, up to one (1) hour, assuming up to twelve (12) meetings.
- Coordination with Jennings regarding flood study and stream modeling, assuming up to two (2) calls per month totaling one (1) hour for twelve (12) months.
- Design coordination conference calls with the Town between milestones, up to one (1) hour each, assuming three (3) meetings and up to two (2) Kimley-Horn staff.
- One public meeting preparation meeting of up to one (1) hour with the Town and up to two (2) Kimley-Horn staff.
- Meeting notes for three (3) milestone design review meetings.
- Monthly administration and coordination, 24 months assumed.
- Progress reports with monthly invoices.
- Project schedule with major milestones and up to two (2) revisions.
- Project begins upon notice to proceed from the Town.
- Utilizing SMARTS™ for deliverables, project management, and electronic file rights. Additional information on SMARTS can be found in Exhibit C.

**Task 12 – Bid Phase**

Upon final approval of Construction Documents by all agencies, Kimley-Horn will assist the Town with bid phase services as follows:

- Attend a pre-bid meeting, assuming up to two key staff members.
- Receive and provide clarifications and information requested by bidders and help the Town issue up to three (3) addenda.

The Town will advertise the project and determine the location and time of the pre-bid opening.

**Task 13 – Construction Administration**

Kimley-Horn will provide the construction phase services specifically stated below:

Pre-Construction Conference. Kimley-Horn will attend a one-hour Pre-Construction Conference before construction. Up to two (2) Kimley-Horn staff are assumed.

Kimley-Horn will not supervise, direct, or control Contractor's work, will not have authority to stop the Work, and will not be responsible for means, methods, techniques, equipment choice and use, schedules, safety programs, or Contractor compliance with laws. Kimley-Horn does not guarantee Contractor performance.

- Construction Progress Meetings – Attend up to twelve (12) one-hour construction progress meetings, with one Kimley-Horn representative attending remotely unless attendance is included with a site visit.
- Recommendations with Respect to Defective Work – Recommend to the Town that observed work be disapproved or rejected if Kimley-Horn believes it will not produce a completed Project that generally conforms to the Contract Documents.
- Clarifications and Interpretations – Respond to up to fifteen (15) Contractor RFIs related to Contract Documents prepared by Kimley-Horn.
- Change Orders – Review and make recommendations regarding up to five (5) proposed Change Orders. When requested, prepare brief technical narratives categorizing the change based on information available to Kimley-Horn. FEMA and the Town retain sole authority for eligibility determinations.
- Shop Drawings and Samples – Review up to twelve (12) initial submittals and one resubmittal of each, only for general conformance with the Contract Documents.
- Applications for Payment – Review up to twelve (12) Contractor applications for payment and make recommendations based on the schedule of values, unit-price quantities reported by the Contractor, information furnished by the Town, and Kimley-Horn's periodic observations. Kimley-Horn will perform reasonable quantity verification based upon Contractor-furnished quantity documentation, field observations, and information reasonably available to Kimley-Horn. This review is intended as a professional recommendation to the Town and is not an exhaustive audit or certification of quantities, labor, payroll compliance, Contractor entitlement, or use of prior payments.

- Inspections and Tests – Kimley-Horn may require special inspections or tests and may receive and review certificates within Kimley-Horn's area of responsibility. Physical materials testing and special inspections will be performed by an independent qualified testing provider retained by the Town or Kimley-Horn through a subconsultant agreement. Physical materials testing and special inspections are to be scoped at a later date. Review of testing reports, pile installation records, inspection reports furnished to Kimley-Horn, and incorporation of those records into the project closeout documentation are included within this scope.
- Substantial Completion and Punch List – Conduct one substantial completion site visit and prepare one list of observed items requiring completion or correction.
- Final Completion – Conduct one final completion site visit to observe the status of previously identified punch-list items. Final acceptance remains the Town's responsibility.
- Record Drawings – Prepare one set of record drawings reflecting material changes documented through approved Change Orders and marked-up drawings furnished by the Contractor. Record drawings do not certify exact locations or conditions.
- FEMA Closeout Support – Compile engineering documentation generated or received by Kimley-Horn, including record drawings reconciled to the FEMA-approved project scope with material deviations identified; RFI and submittal logs maintained by Kimley-Horn; dated progress photographs; change-order logs and eligibility narratives; available testing reports, inspection reports, and pile-installation records furnished to Kimley-Horn; substantial completion documentation; final completion documentation; final cost reconciliation; and permit closeout documentation available to Kimley-Horn. Permit closeout documentation may include available records demonstrating satisfaction of applicable Section 404/401 permits, NCDEQ erosion and sediment control requirements, and any Section 4(f), Section 6(f), or Section 106 commitments applicable to the Project. Kimley-Horn will compile available documentation but does not independently certify compliance by others.

**Additional Services if required:**

Any services not specifically provided for in the above scope will be billed as Additional Services and performed only after written authorization by the Town's authorized representative. Kimley-Horn will not exceed an authorized amount without further written authorization. If cumulative authorized Additional Services are anticipated to materially affect the total compensation, scope, schedule, or risk allocation of the Project, the Parties shall execute a written amendment prior to continuing the affected services.

- Right of Way Appraisals
- Right of Way Negotiations
- Right of Way Mapping
- Additional Survey Services
- Greenway design beyond the limits of this project
- Water/sewer design
- Landscape plans
- Meetings and workshops beyond those described above
- Grant administration, FEMA portal entry, benefit-cost analysis, legal services, audit representation, continuous inspection, and FEMA eligibility determinations

**Schedule:**

Kimley-Horn will begin services upon receipt of a fully executed IPO and notice to proceed from the Town. The schedule is dependent on timely receipt of survey, flood study and modeling, FEMA project documentation, geotechnical information, Town decisions, and agency reviews. Times for performance will be extended as provided in the Master Agreement for delays outside Kimley-Horn's control.

**Deliverables:**

- Environmental and FEMA documentation described in Tasks 1 and 2.
- 30%, 60%, 90%, and Final design plans and associated OPCCs.
- Terracon geotechnical deliverables contained in the unmodified Exhibit A.
- Permit applications and bid documents described above.
- Construction administration and FEMA closeout deliverables described in Task 13.

**Terms of compensation:**

Kimley-Horn will perform the services in Tasks 1 through 10 and 12 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the Town.

| Task Description | KH Fee | Subconsultant Fee |
|---|---|---|
| Task 1 – FEMA Environmental | $27,500 | |

| | | |
|---|---|---|
| Documentation | | |
| Task 2 – Environmental Permitting | $20,000 | |
| Task 3 – Preliminary Design Plans | $30,000 | |
| Task 4 – Geotechnical | $2,400 | $25,200 – Terracon |
| Task 5 – 60% Design Plans | $35,000 | |
| Task 6 – Structural Plans | $43,400 | |
| Task 7 – Structural Construction Administration | $16,000 | |
| Task 8 – Permitting & Coordination | $11,000 | |
| Task 9 – Utility Coordination | $6,100 | |
| Task 10 – Construction Documents | $22,000 | |
| Task 12 – Bid Phase | $6,200 | |
| SMARTS™ | $3,000 | |
| Subtotal | $222,600 | $25,200 |

**Total Lump Sum Fee** **$247,800**

Kimley-Horn will perform the services in **Tasks 11 and 13** on a labor fee plus expense basis with the maximum labor fee of $75,725

Task 11 – Meetings/Coordination..... $ 35,000 (Hourly)

Task 13 – Construction Administration..... $40,725 (Hourly)

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Expenses $1,000 to $5,000

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Fees will be invoiced monthly based on the actual amount of service performed and expenses incurred. Payment will be due within 25 days of the date of the invoice.

Task 11 and 13 task-level labor-hour and rate estimates can be found in Exhibit B at the end of this document. The task-level labor-hour estimate and applicable public rate schedule will be provided as fee-basis support. The estimate will not convert lump-sum tasks to hourly or cost-reimbursable compensation.

Because the expanded FEMA documentation and construction-phase services were requested after the original fee was developed, the task hours and total fee should be confirmed before client issuance.

**Other special terms of Individual Project Order:**

Subject to payment of amounts due under this IPO, Kimley-Horn grants the Town a nonexclusive, perpetual, royalty-free, project-specific license to use, reproduce, distribute, modify, maintain, repair, complete, bid, rebid, and otherwise utilize the final deliverables prepared by Kimley-Horn for this Project, including use for FEMA documentation, permitting, construction, operation, maintenance, repair, future modifications of the Project, and completion by others. Ownership of Kimley-Horn's instruments of service, standard details, software, calculation tools, and other pre-existing intellectual property remains with Kimley-Horn.

To the extent required by applicable federal law, including 2 CFR 200.315, the Town and applicable federal awarding agencies shall receive the nonexclusive, irrevocable, royalty-free rights required by law in deliverables funded in whole or in part with federal assistance. Nothing in this IPO is intended to restrict rights that federal awarding agencies are entitled to receive under applicable federal requirements. Kimley-Horn will include applicable federal flow-down requirements from the

Master Agreement in material subcontracts. Except for the project-specific scope, schedule, deliverables, compensation, and special terms stated in this IPO, the Master Agreement remains unchanged and controls in the event of a conflict.

**Subconsultants and Federal Flow-Down Requirements:** Kimley-Horn anticipates utilizing Terracon for geotechnical services and may utilize additional subconsultants as reasonably necessary to perform the Services. Prior to engaging any additional subconsultant performing a material portion of the Services, Kimley-Horn will provide notice to the Town and a reasonable opportunity for review. Such approval shall not be unreasonably withheld, conditioned, or delayed. Kimley-Horn shall require its subconsultants to comply with applicable federal funding requirements incorporated into the Master Agreement, including applicable record-retention, access-to-records, audit, conflict-of-interest, debarment, and other required flow-down provisions. Kimley-Horn shall also require its subconsultants to maintain insurance coverage consistent with the requirements applicable to their scope of services.

**ACCEPTED:**

| **CLIENT** | **KIMLEY-HORN AND ASSOCIATES, INC.** |
|---|---|
| BY: | BY:  |
| TITLE: _____ | TITLE: Associate |
| DATE: _____ | DATE: 09/04/2026 |

rev 1/2021

EXHIBIT A

Our Scope of Services is based on our understanding of the project as described by KHA and the expected subsurface conditions as described below. Aspects of the project, undefined or assumed, are highlighted as shown below. We request KHA and/or the design team verify all information prior to our initiation of field exploration activities.

## Site Location and Anticipated Conditions

| Item | Description |
|---|---|
| Parcel Information | The project is located at 10 Veterans Park Drive in Black Mountain, NC 28711.<br>Lat/Long: 35°36'27.4"N 82°20'04.8"W (approximate)<br>For additional information, see Exhibit D. |
| Existing Improvements | The site is an existing public park with baseball and athletic fields, paved and gravel walking trails, open mowed areas, and associated amenities. A pedestrian bridge crossing the Swannanoa River was washed away by flood waters during Hurricane Helene. |
| Current Ground Cover | Grass, brush, and trees, with gravel and asphalt in driving areas and walking paths. |
| Existing Topography | Based on a review of Google Earth, the site slopes down to the east with elevations ranging from approximately 2,300 feet in the west side of the site to approximately 2,288 in the east side of the site. |
| Site Access | We expect that the site, and all exploration locations are accessible with our track-mounted drilling equipment and support vehicles. |
| Expected Subsurface Conditions | Our experience in this area indicates subsurface conditions likely consist of alluvial sand and silt overlying partially weathered bedrock and bedrock at depth. |

## Planned Construction

| Item | Description |
|---|---|
| Information Provided | Kimley-Horn provided a brief description of the project and a general project overview via electronic mail on April 3, 2026. |

| | |
|---|---|
| Project Description and Proposed Structures | The project includes replacing the existing pedestrian bridge and improvements to the greenway at the bridge approaches and greenway replacement south of I-40. Proposed bridge size and type were not available at the time of proposal preparation. |
| Maximum Loads | Structure loads were not available at the time of proposal preparation but will be needed to complete the geotechnical report. |
| Grading/Slopes | We assume site grading will be minimal to prepare the site for construction. |
| Below Grade Structures | None anticipated. |
| Pavements | We assume a flexible (asphalt) pavement section should be considered for greenway sections. |

We understand that the scope of services proposed as part of the planned site development activities includes field exploration, laboratory testing, and engineering/project delivery. These services are described below.

## Field Exploration

The field exploration program is presented in the following table, based on the provided information.

| Number of Borings | Planned Boring Depth (feet) [1] | Planned Location [2] |
|---|---|---|
| 2 | 50 to 60 | Bridge abutments |
| 3 | 6 | Greenway area |
| 5 | 138 | Total |

1. Below ground surface. Depths may be adjusted up or down based on preliminary plans (if available).
2. If auger refusal is encountered in the bridge borings, a minimum of 10 feet of rock coring per boring is included in this scope of work.
3. The planned boring locations are shown on the attached Anticipated Exploration Plan.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet. Field measurements from existing site features may also be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

**Subsurface Exploration Procedures:** We will advance the borings with a track-mounted drill rig using continuous flight, hollow stem augers. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples

will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Upon encountering bedrock or refusal-to-drilling conditions, Terracon will perform rock coring in the bridge borings to obtain rock samples for laboratory testing. Rock coring will be performed using an NQ2 (double barrel-wireline) diamond tipped coring bit. We assume that a maximum of 10 feet of rock coring may be required at each boring. Water will be used as a drilling fluid for rock coring, and the spent water will be discharged on site.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

**Property Disturbance:** Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could.

We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

## Safety and Site Access

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through NC811. We will consult with the owner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

**Private Utility Locates:** Fees associated with private utility locate services have been included as an additional service around each of the boring locations, typically a 10x10 foot area. No mapping or other SUE related locating services is included in this scope. The fee for the private utility locating service can be found in **Exhibit C** of this proposal.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner/client of their responsibilities in identifying private underground utilities.

Electromagnetic (EM) methods will be used to identify conductive underground utilities and Ground Penetrating Radar (GPR) methods will be used to identify nonconductive underground utilities.

## Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering memo will be prepared under the supervision of a State of North Carolina registered Professional Engineer. The geotechnical engineering memo will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Seismic site class
- Earthwork recommendations including site/subgrade preparation, excavation, and drainage
- Structural fill and backfill recommendations
- Recommendations for driven H-pile foundations in accordance with LRFD, including axial and lateral analyses
- Estimated settlement of foundations

In addition to an emailed report, your project will also be delivered using **Terracon Compass (Compass)**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

## Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.


Oaks Trl
Oaks Trl
B-1
P-1
Oaks Trl
Oaks Trl
B-2
P-2
40
40
Community Garden Trail Connector
P-3
N
100 feet
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IGRAM IS F

EXHIBIT B

# Kimley-Horn and Associates, Inc.

## Hourly Labor Rate Schedule

| Classification | *Rate* |
|---|---|
| Analyst I | $165 - $185 |
| Analyst II | $195 - $230 |
| Professional | $225 - $280 |
| Senior Professional I | $275 - $360 |
| Senior Professional II | $365 - $450 |
| Senior Technical Support | $200 - $325 |
| Technical Support | $110 - $210 |
| Support Staff | $100 - $160 |

Effective through June 30, 2027

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

**Task 11 – Meetings & Coordination**

**Current Budget: $35,000 (Hourly NTE)**

| **Activity** | **Quantity Assumption** | **Estimated Hours** |
|---|---|---|
| Project setup / kickoff | 1 meeting | 3 |
| Monthly progress meetings | 12 meetings @ ~2 hr each (prep + attendance + follow-up) | 24 |

| | | |
|---|---|---|
| Jennings coordination | 24 calls over 12 months | 24 |
| Design milestone meetings | 3 meetings | 6 |
| Meeting notes | 3 milestone meetings | 6 |
| Project schedule development | Initial schedule | 6 |
| Schedule updates | 2 updates | 4 |
| Monthly invoicing and reporting | 24 months | 24 |
| Monthly PM coordination | 24 months | 48 |
| Internal coordination/QC support | Throughout design | 22 |
| **Total Estimated Hours** | | **167 hrs** |

Task 11 includes project management, monthly coordination, scheduling, progress meetings, agency/subconsultant coordination, meeting documentation, invoicing, progress reporting, and ongoing project administration over an assumed 24-month duration. The estimated effort is approximately 167 labor hours distributed among project management, engineering, and administrative staff.

**Task 13 – Construction Administration**

**Current Budget: $40,725 (Hourly NTE)**

| **Activity** | **Quantity Assumption** | **Estimated Hours** |
|---|---|---|
| Preconstruction conference | 1 meeting | 4 |
| Construction progress meetings | 12 meetings | 24 |

| | | |
|---|---|---|
| RFIs | 15 RFIs @ 1 hr each | 15 |
| Change order reviews | 5 change orders @ 2 hrs each | 10 |
| Shop drawing reviews | 12 initial reviews + resubmittals | 24 |
| Pay application reviews | 12 applications | 18 |
| Site visits | 4 visits @ ~7 hrs plus reporting | 28 |
| Testing/inspection report review | Ongoing | 8 |
| Substantial completion inspection | 1 visit | 7 |
| Punch list preparation | 1 punch list | 4 |
| Final completion inspection | 1 visit | 7 |
| Record drawings | Final reconciliation | 12 |
| FEMA closeout documentation | Final package and reconciliation | 20 |
| **Total Estimated Hours** | | **181 hrs** |

Task 13 includes construction-phase engineering support, construction meetings, site observations, submittal reviews, RFIs, pay application review, change-order review, substantial completion, final completion, record drawings, and FEMA closeout documentation. This task assumes approximately 181 labor hours over the duration of construction.

EXHIBIT C

Kimley-Horn's project and program management solution, SMARTS™, is a dynamic web-based platform that can help Towns and Municipalities input, organize, and track project and program information to give team members and contractors a single source of up-to-date information. No matter the size, type, or location of the Town's projects, SMARTS is scalable and customizable, delivering an intuitive user experience unlike other platforms.

From monitoring the status of specific project tasks to coordinating and facilitating capital improvement programs, SMARTS gives you the tools that you need to navigate complex projects and keep project teams aligned on the information that matters most.

**SMARTS Features and Benefits**

- Optimize Data Organization: Define the information you want to track and store important project documents, making it easier to find and share data.
- Collaborate with Ease: Simplify coordination between project team members with transparency into the work that needs to be done during every phase of the project lifecycle.
- Streamline Reporting: Break down communication barriers by sharing the right information, with the right people, at the right time.
- Maximize Efficiency: Monitor project status and stay on top of deadlines to prevent interruptions to project schedules.

SMARTS can be used to provide the Town access for FEMA documentation, permits, construction, rebidding, maintenance, repair, completion by others, and future needs, plus the federal royalty-free license under 2 CFR 200.315.