McAdams
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TPDCYBR.001

Amendment to Agreement for Professional Services:

BETWEEN City of Brevard (Client) AND McAdams

Original Agreement Dated	08/29/2019	Date	10/01/2025
Project Name	Roundabout Betterments	Project Location	Brevard, NC
Project Number	CYBR.001	City PO Numbers	P.O. # 7824 & 7825
Client Contact	Paul Ray, Planning Director		

We hereby amend the Agreement for the above-referenced project, as follows:

Project Understanding

McAdams staff, previously working as TPD, Inc., developed landscape betterment plans for the City of Brevard in conjunction with the NCDOT State Transportation Improvement Program project # R-5799. The betterment plans have been approved by City Council and NCDOT Division 14. A contractor has been chosen and construction is under way at the time of this agreement.

McAdams understands the City of Brevard wishes to install public art (depicting a bear) inside the roundabout at Pisgah Highway (NCDOT 276). Any public art in the NCDOT Right-of-Way (ROW) must be approved through an encroachment agreement and a process described in the "Public Art in the Right-of-Way" policy. This addition will necessitate a "change order" to the previously approved plans. The services proposed in this agreement are to change the landscape and lighting plans to identify a location for the sculpture and conduct analysis required by NCDOT for the encroachment of public art in the ROW.

Assumptions

This proposal is based on the following assumptions:

- McAdams will work closely with City staff to complete the proposed services. McAdams will be provided with information necessary to complete the proposed services including materials, color, and dimensions of proposed artwork that the City is soliciting.
- McAdams will team with IONCON Engineering to provide structural engineering services.
- Any additional consultants or services beyond those specifically indicated within the proposal will be additional services.
- Deliverables will be provided in electronic format (PDF) only (no hard copies) unless otherwise specified.
- McAdams will respond to one (1) round of Client review comments for each milestone deliverable. Client reviewers will provide review comments within five (5) business days of receiving the submitted deliverable.
- Improvements to be designed – This proposal assumes that roundabout sight distance exhibits will require NCDOT review and approval, and that the project will be constructed with local funds.
- Traffic Counts – No traffic counts will be collected for the purposes of this work. It is assumed that the client will

provide existing traffic data if needed.

- This proposal does not include the cost of modifications to the roundabout plans due to design changes by the project owner, NCDOT or Client. These items will be billed on an out of scope basis. McAdams is not responsible for time delays due to these changes.
- Submissions - This proposal covers one (1) submission of the sight distance exhibits to the Client for use and submission to NCDOT. There are no provisions for subsequent submissions. McAdams will correct any mathematical, analytical, or typographical errors in the letter without further cost to the client. Any changes due to enlarged or changed scope, reviewer preference, or client preference will be performed on an out-of-scope basis.

Proposed Scope of Services

Client authorizes McAdams to perform the following additional services (alphanumeric task numbers are for internal coding purposes):

Services

A14.50 PUBLIC ART IN ROW ENCROACHMENT AGREEMENT ASSISTANCE FOR US 64 / PISGAH FOREST HIGHWAY (US 276).

PUBLIC ART (BEAR SCULPTURE) SITING, PAD, LANDSCAPE PLAN CHANGE ORDER AND NCDOT-REQUIRED ANALYSIS

- FEE: $19,660

1. McAdams' Landscape Architect will change previously approved landscape betterment plans to identify the sculpture location within the center of the roundabout at Pisgah Forest Highway (US 276). This will necessitate removing plants or changing locations of plants and changing the previously approved lighting plan to provide landscape-level uplighting of the proposed sculpture.
2. McAdams team will coordinate with the City's chosen artist to create a CAD drawing of the sculpture to share with NCDOT showing dimensions, calling out material, and identifying a proposed location for the sculpture in plan view that can be shared with the NCDOT Art in the Right-of-Way Committee.
3. Coordinate with City staff for required documentation for NCDOT Art in the ROW process. This may include a resolution and description of the request.
4. Develop and provide the client with a 2-D rendering of bear sculpture in the roundabout at Pisgah Highway showing the general recommended location for City review.
5. Coordinate with City's chosen artist / sculpture to develop appropriate base for sculpture. Design pad for sculpture that will provide structural support to sculpture. This may include a boulder or concrete pad with foundation design and connection details for connecting artwork to pad. NCDOT requires a structural engineer to seal plans for public art.
6. McAdams will prepare preliminary roundabout sight distance exhibits:
    a. Develop applicable roundabout-specific sight distance based on assumptions of general 30 mph entry speed for approaches with a calculated circulating speed of five-foot offset from the truck apron of the proposed roundabout.
    b. Develop exhibits depicting the sight distances calculated for the proposed sculpture in the roundabout.
    c. McAdams will submit the signed and sealed roundabout sight distance exhibits to the Client for inclusion in permit application to NCDOT, as applicable.

7. Provide exhibits to NCDOT Art in ROW Committee for review. This scope provides for 3 meetings; these may be with City of Brevard, NCDOT Division staff, or Art in Right-of-Way Committee. Any additional meetings will be out of scope.

Revisions:
The roundabout sight distance exhibits will be revised per comments regarding mathematical, analytical, drafting or typographical errors by McAdams, accordingly. If there are comments which materially change the scope of the proposed improvements or are due to reviewer or client preference, McAdams will identify these comments and discuss with Client to determine appropriate response.

Extra Services

When requested by the Client or its authorized representatives and approved in writing, McAdams will perform additional services beyond the scope of services described herein. Fees associated with additional services will be defined per task, as directed at the time of the request for additional services. No additional services will be performed without specific written consent of the Client or its authorized representative.

If required by NCDOT, the following additional task items may be completed for an additional fee:

1. Calculate Fastest Path radii and velocities for the Roundabout.
2. Develop applicable Roundabout-specific sight distances per Fastest Path calculations above.
3. Prepare spreadsheet tabulating Fastest Path calculation and resultant sight distance calculations.
4. Revise exhibits depicting the sight distances calculated for the Roundabouts.
5. Maintenance of Traffic Plan for installation of art and/ or sculpture in the ROW.
6. IONCON Principal Engineer will provide any required onsite structural inspections for art/installation approvals at the standard published hourly rates for site visits.

Project Schedule

McAdams' services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The anticipated completion of services described above is approximately ten (10) weeks from the Notice to Proceed from the client.

Fees

McAdams (and its subconsultants) will provide the services described herein for the fee shown below (task fee breakdown shown for informational purposes only):

Fee Summary

TASK ID	DESCRIPTION	FEE	FEE BASIS
A14.50	Bear Sculptures: Public Art in ROW Location, Analysis + Encroachment Coordination	$19,660	Simple
	Mileage expense included in fee.		

Exclusions

The following services are not included in this Agreement:

- Off-site utility extensions specific design.
- Traffic or Transportation Analysis.
- Off-site roadway improvements specific design.
- Legal advertisements for construction contracts.
- Construction Administration and Support services except those described in scope of work.
- Community engagement activities (surveys, open-house meetings, etc.).
- Court appearances for litigation, or preparation for same.
- Revised directives from Client after project process has begun.
- Any other services not specifically described in the scope of work.

General Conditions

- The Terms and Conditions of the original Agreement shall apply to this amendment

McAdams		Client	
By:		By:	
Printed Name:	Will Letchworth	Printed Name:	
Title:	Vice President, Transportation	Title:	
Date:	10/01/2025	Date:	