

**3<sup>rd</sup> AMENDMENT TO  
PROGRAM MANAGEMENT SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO THE 2022 SPLOST PROGRAM MANAGEMENT SERVICES AGREEMENT (“Third Amendment”) made as of the 17th day of April, in the year Two Thousand and Twenty-Four, by and between City of Powder Springs (the “Owner”) and Croy Engineering, LLC (the “Program Manager”).

**WHEREAS**, the Owner and Program Manager entered into the Program Management Services Agreement (the “Agreement”) dated as of November 23<sup>rd</sup>, 2021;

**WHEREAS**, this is the Third Amendment.

**WHEREAS**, the parties desire to amend the Agreement to require Program Manager to provide additional services under the Agreement and to be compensated therefore;

**Now Therefore**, for good and valuable consideration, the Owner and Program Manager Agree to amend the Agreement and it shall be amended as follows:

In accordance with Article 3.2, Program Manager is authorized to perform Additional Services (as defined in the Agreement) for design of parking lot addition, grading and drainage plan, site plan, and landscape plan for the expanded parking lot and dog park. Additionally, architectural drawings for the restroom renovations will also be provided. The scope of work is as follows:

Land Survey

Provide As-Built for the pavilion and concrete sidewalk area.

\$ 2,453.50

Site Plan Rendering

Provide a rendering of the approved site plan layout of the dog park, as well as provide images depicting desired dog park elements.

\$ 1,800.00

Construction Documents

Design a site layout, landscape plan and a grading and drainage plan. Produce plan sheets and specifications for construction documents. Design to include parking renovations and design for the dog park. Landscape design is included to provide features for the dog park, and trees for the parking lot and dog park area.

\$ 14,745.00

Architectural and Building Engineering Services (CSC Design, Inc)

Field Verification and Schematic Design:

The Designer shall provide initial design demo and construction floor plans and elevations drawings incorporating the proposed project outline criteria. Schematic Design package shall be submitted to the Program Manager for review, comment, and approval. One (1) initial site visit is included by the Designer and MEP Engineering team to assess existing conditions and kick-off projects.

\$ 8,800.00

Design Development:

Based on City approved Schematic Design drawings (as outlined in project outline above), the Designer shall provide additional architectural drawings / details and initial mechanical, electrical, and plumbing drawings, or narratives, to describe the general system/s based on City requirements. Design Development package shall be submitted to the City for review, comment, and approval.

\$ 14,700.00

Construction Documents:

Upon approval of the Design Development drawings, the Designer shall prepare detailed Contract Documents (Construction Documents / CDs) to include work and expenses incurred for Architecture, Mechanical, Electrical and Plumbing Engineering. Construction Document package shall be submitted to the Program Manager for review and approval. Specifications bound specifications shall be provided.

\$ 22,500.00

Permit Services:

The Designer shall submit the construction documents to the Authority Having Jurisdiction for plan review and issuance of permit. All plan review fees (if not waived by the AHJ) will be passed to the Program Manager with no markup. Awarded / licensed General Contractor will be responsible for pulling the permit.

\$ 500.00

### Construction Administration:

The Designer will provide construction administration services including (i) issuing timely responses to contractor's Requests for Information and other requests for clarification; (ii) reviewing and approving (or taking other appropriate action in connection with) contractor's submittals and shop drawings, if any, and rejecting nonconforming work, (iii) attending biweekly Owner-Architect-Contractor (OAC) meetings, (iv) site observations of construction progress, (v) review of contractor pay application.

1. Site Visits / Meetings: Four (4) OAC meetings; Two (2) additional site visits by the Architect; One (1) site visit total by the Engineers
2. Punch List Preparation – Construction Administration also included preparation of a punch list at Substantial Completion and a final punch list walk-thru with the Contractor and Program Manager.

\$ 8,500.00

Total Project Budget: \$73,998.50

### Excluded from Scope

- Stormwater management
- Flood volume modeling
- Structural Engineering
- Site Lighting
- Lightning protection
- Irrigation Design
- Third Party Testing and observation
- Furniture, Fixtures, and Equipment selection and/or procurement
- Audio / Visual / Lighting
- Low-Voltage / IT (data, voice, fax, server, telecom) design (coordination with Owner engaged Low-Voltage provider is included)
- Fire Sprinkler System Design (if required to be provided by General Contractor's sub-contractor)
- Fire Alarm System Design (if required to be provided by General Contractor sub-contractor)
- Issue of Special Inspections Schedule is included in the design scope. Managing special inspections is not included as a part of this proposal. A Special Inspector and Commissioning / Testing Firm will manage and provide reports to the Owner, Contractor, Architect and local authority if required. Contractor is required to correct deficiencies based on the reports.
- 3D renderings and/or animations are excluded
- Site Retaining Walls
- Deep foundations (including but not limited to piers and piles)
- Pre-Engineered Metal building structural design is a deferred design by the pre-engineered metal building supplier engaged through the awarded General Contractor.

In accordance with Article 3.2, Article 4.1.3.3 and Article 4.1.2 Program Manager is authorized to provide necessary Field Engineering, Inspection Services and Right of Way Acquisition Services and will be compensated on an hourly basis in accordance with Exhibit B of the Agreement.

IN WITNESS WHEREOF the parties have made and executed this first Amendment to the Agreement as of the date and year written above.

OWNER

PROGRAM MANAGER

**CITY OF POWDER SPRINGS**

**CROY ENGINEERING, LLC**

By: \_\_\_\_\_  
Mayor, City of Powder Springs, GA

By: \_\_\_\_\_  
Member, Croy Engineering, LLC

ATTEST:

ATTEST:

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

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