

**7<sup>th</sup> AMENDMENT TO  
PROGRAM MANAGEMENT SERVICES AGREEMENT**

THIS SEVENTH AMENDMENT TO THE 2016 SPLOST PROGRAM MANAGEMENT SERVICES AGREEMENT (“Seventh Amendment”) made as of the 20th day of August, in the year Two Thousand and Eighteen, 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 September 22<sup>nd</sup>, 2015;

**WHEREAS**, this is the Seventh 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;

**WHEREAS**, the Powder Springs Road at Flint Hill, Pinegrove Road and Deercreek Drive Project is part of the 2016 SPLOST Program;

**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 a multi-use trail along Industry Road from Flint Hill Road to the Silver Comet Trail. The scope of work is as follows:

Land Survey

Perform field run topographic survey and produce planimetrics and Digital Terrain Model (DTM): along Industry Road, including establishing the existing right-of-way

Survey database to include all traffic striping in surveyed areas. Utilities will be located if they are visible or marked. SUE Level B is not included.

All work will be performed using Georgia State Plane Datum.

\$5,000.00

Trail Design

Design multi-use trail sidewalk and ADA compliant ramps along Industry Road. Work to include additions of multi-use trail sidewalk and fine grading. Produce plan sheets and specifications for construction documents.

\$15,000.00

Project Budget: \$20,000.00

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 and 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 Seventh 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: \_\_\_\_\_