

**5th AMENDMENT TO
PROGRAM MANAGEMENT SERVICES AGREEMENT**

THIS FIFTH AMENDMENT TO THE 2016 SPLOST PROGRAM MANAGEMENT SERVICES AGREEMENT (“Fifth Amendment”) made as of the 2nd day of May, 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 22nd, 2015;

WHEREAS, this is the Fifth 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 General Streets 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 Street Improvements on Broad Street. The scope of work is as follows:

Land Survey

Perform field run topographic survey and produce planimetrics and Digital Terrain Model (DTM):

along Broad Street, 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.

\$3,000.00

Streetscape Design

Design road improvements, sidewalk and ADA compliant ramps along Broad Street. Work to include additions of sidewalk with brick inlay, brick stamped thermoplastic cross walks as needed, curb replacement as needed, and other beautifications along roadways to match existing beautifications on Marietta Street. Produce plan sheets and specifications for construction documents.

\$13,500.00

Project Budget: \$16,500.00

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 Fifth 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: _____