

ADMENDMENT TO AGREEMENT FOR SERVICES

The following changes shall be made to the Agreement for Services dated March 30, 2007, between the **CITY OF JONESBORO** and **RSA, INC. d/b/a NRS Consulting Engineers**, for the engineering design of the **FIRST PART OF PHASE 1 OF THE TURTLE CREEK GREENWAY** beginning from the North boundary of the Turtle Creek Mall and extending southward along Turtle Creek to Allen Park and for the construction inspection of the **INITIAL PHASE OF THE FIRST PART OF THE TURTLE CREEK GREENWAY** beginning from the North boundary of the Turtle Creek Mall and extending southward along Turtle Creek to the North side of Highland Drive.

1. Paragraph 1 of the Agreement shall be modified as follows:

THIS AGREEMENT made, entered into and executed this the 30th day of March, 2007, by and between the

CITY OF JONESBORO

hereinafter called the "Owner", acting herein, by and through one of its officers, who is duly authorized to act for and in behalf of said Owner, and

RSA, INC. d/b/a NRS Consulting Engineers

hereinafter called the "Company", acting herein, by and through one of its principals, who is duly authorized to act for and in behalf of said Company, for the engineering design of the First Part of Phase I of the Turtle Creek Greenway beginning from the North boundary of the Turtle Creek Mall and extending southward along Turtle Creek to Allen Park and for the construction inspection of the Initial Phase of the First Part of the Turtle Creek Greenway ~~beginning from the North boundary of the Turtle Creek Mall and extending southward along Turtle Creek to the North side of Highland Drive~~ beginning from Allen Park and extending northward along Turtle Creek to the Turtle Creek Crossing hereinafter called the "Project".

2. Item 2 under SECTION II – CHARACTER AND EXTENT OF SERVICES shall be modified as follows:

Review and make recommendations for adjustments to the aforementioned drawings as needed to create an aesthetically pleasing multi-use trail and greenway, and upon approval from the Owner make revisions to the drawings and specifications as necessary to show the adjustments. In addition, prepare detailed construction drawings for a spur off of the main trail to the West side of the Nettleton School. Items to be considered include:

- a. Create a meandering asphalt path;
- b. Considerations for benches, port-a-toilets, and trashcans; and,
- c. Considerations for ADA accessibility.

Landscaping, irrigation, and/or lighting plans are not included in this scope-of-work but may be added at the Owners' option for an additional fee to be negotiated.

3. Paragraph 1 under SECTION III – PERIOD OF SERVICE shall be modified as follows:

Following award of this contract by the Owner, the Company will proceed with items 1 through 9 of Section II of this agreement and shall complete these services, except item 7 which requires regulatory approval, in ~~ninety (90)~~ one hundred twenty (120) calendar days.

4. Paragraph 1 under SECTION V – BASIS OF COMPENSATION shall be modified as follows:

For and in consideration of the services to be rendered by the Company, the Owner shall pay the Company a lump sum fee of ~~\$40,000.00 (Forty Thousand Dollars and No Cents)~~ \$43,200.00 (Forty-Three Thousand Two Hundred Dollars and No Cents) plus reimbursable expenses.

Agreed: