

## ADMENDMENT NO. 2 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 30<sup>th</sup> 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, Second, and Third ~~Phase~~ Sections of the First Part of the Turtle Creek Greenway beginning from Allen Park and extending northward along Turtle Creek to the Turtle Creek Crossing, then the Turtle Creek Crossing (bridge), and extending northward along Turtle Creek to the North boundary of the Turtle Creek Mall, hereinafter called the "Project".

2. Paragraph 2 under SECTION III – PERIOD OF SERVICE shall be modified as follows:

Upon approval of Item 9 by the Owner, the Company will proceed with Items 10 through 22 of Section II of this Agreement, and shall complete these services ~~in ninety (90) calendar days following the start of the construction period.~~ once the trail construction is approved by the Owner. The construction period for the Initial Phase of the trail project shall be no more than sixty (60) calendar days.

3. 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 ~~\$43,200.00 (Forty Three Thousand~~

~~Two Hundred Dollars and No Cents~~ \$56,700.00 (Fifty-Six Thousand Seven Hundred Dollars and No Cents) plus reimbursable expenses.

Agreed: