

**RESOLUTION 24-11**

**A RESOLUTION TO APPROVE A FEE PROPOSAL WITH THE CORRADINO GROUP FOR PROFESSIONAL SERVICES FOR IMPROVEMENTS TO JIM WARREN ROAD WEST OF THE I-65 BRIDGE**

**WHEREAS**, the City of Spring Hill contracts with The Corradino Group for on-calling traffic engineering services; and

**WHEREAS**, per staff's request, Corradino has submitted a Scope of Services and Fee Proposal for Professional Services to design and develop plans for improvements for a section of Jim Warren Road from the intersection at Port Royal Road to approximately 1,600 ft west of the I-65 bridge, attached hereto as Exhibit A; and

**WHEREAS**, the cost of the fee proposal is \$150,000.00 and will be funded from FY 2024 budgeted funds in the Capital Projects Fund; and

**WHEREAS**, City staff recommends approval of the fee proposal contract with The Corradino Group for Professional Services for improvements to Jim Warren Road west of the I-65 bridge in the amount of \$150,000.00 and to authorize the Mayor to sign the Professional Services Agreement for the fee proposal.

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve a fee proposal with The Corradino Group for an amount of \$150,00.00 for Professional Services to design and develop plans for improvements for a section of Jim Warren Road from the intersection at Port Royal Road to approximately 1,600 ft west of the I-65 bridge, attached hereto.
2. Authorize the Mayor to sign the Professional Services Agreement for the fee proposal upon the approval of the related Tax Increment Financing agreement being approved by all required governmental entities.

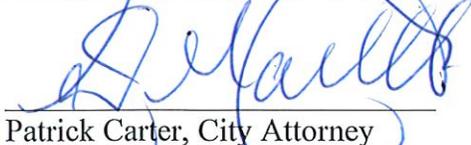
**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of February, 2024.**

  
\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF SPRING HILL, TENNESSEE  
AND THE CORRADINO GROUP, INC.**

**THIS AGREEMENT** is made this the 5<sup>th</sup> day of February 2024, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter "City"), and **THE CORRADINO GROUP, INC.** in Franklin, TN (hereinafter "Consultant").

**WITNESSETH:**

**WHEREAS**, the City has determined to enter into an agreement with a consulting firm that affirms itself to have extensive experience in providing professional services in transportation design; and

**WHEREAS**, the City submits that it has the authority to contract with Consultant to provide professional services for the work desired by the City; and

**WHEREAS**, by entering into this Agreement, Consultant affirms that it has extensive experience in transportation planning, design, and construction engineering and inspection for the City of Spring Hill providing such services in a professional manner in accordance with the terms and conditions of this Agreement as well as the standard of care practiced by other consultants and professionals performing similar services within the industry.

**NOW, THEREFORE**, in consideration of the premises and recitals hereinabove set forth, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the City and Consultant agree as follows:

**ARTICLE 1 - SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT**

1. Consultant shall perform all necessary professional services in a satisfactory and proper manner, consistent with the City's requirements for the Project and by reference made a part hereof, including, but not be limited to, the following:

a. See Attached Exhibit A (Scope of Services)

2. All documents prepared by Consultant that form a part of the services rendered hereunder shall, upon completion of the exhibits, calculations, draft reports, presentation material, etc. will become the property of the City. Such documents shall not be used by either party on any other project, except as reference materials.

3. The City will furnish all information, data, reports and maps as are existing and identified by Consultant as necessary for carrying out the work that are available to the City without cost to Consultant.

**ARTICLE 2 – CITY'S RESPONSIBILITIES**

The City will provide to Consultant all criteria and full information as to the Project's requirements, and shall furnish the following:

1. Provide Consultant with all known available information that is pertinent to the Project.
2. Meet with Consultant for ongoing discussions to assist in directing the consultant.
3. Give thorough consideration to all reports, exhibits or technical memorandums and other documents presented by Consultant and inform Consultant of all decisions within a reasonable time so as not to delay the work of Consultant (i.e. furnish approval or instructions for change).
4. Promptly schedule all required special meetings, serve all public and private notices, receive and act upon all protests.
5. Designate, in writing, a single person to act as Consultant point of contact with the City. The contact person for the City of Spring Hill will be Ms. Missy Stahl.
6. Give prompt written notice to Consultant when it is known that either the Project criteria or conditions have changed, or there is reason to believe Consultant work is deficient in intent or technical content.

#### **ARTICLE 3 - TERM**

1. The services of the Consultant shall be undertaken and completed by within 36 weeks from receipt of Notice to Proceed unless otherwise agreed upon by the City.

#### **ARTICLE 4 - FEES**

1. In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with Article 1, not to exceed \$150,000.00 (One Hundred Fifty Thousand dollars and no cents). Reimbursable expenses shall not exceed \$4,000.00 (Four Thousand dollars) unless otherwise authorized in writing by the City. Reimbursable expenses shall be invoiced by the Consultant at direct expense to the City.
2. Invoices shall be submitted by Consultant to the City in monthly statements for services rendered, if any. The statements shall be based on percent completion of the lump sum amount, and incurred expenses. Each individual invoice shall be due and payable thirty (30) days after receipt.
3. If the City disputes any portion of Consultant invoices, the undisputed portion will be paid by the City, and Consultant will be notified in writing within ten (10) days of receipt of the exceptions taken to such invoice. The City and Consultant will attempt to resolve any payment dispute within sixty (60) days, and both parties agree that no action for collection thereon shall be filed within this time period.
4. If the City delays the Project for more than six months (6) beyond the designated date when work is scheduled to begin, which is more particularly defined as the date this Agreement is executed, then the lump sum as designated in Sub-Paragraph 1 of this Section shall be increased by three percent (3%) per year. The intent of this language is that the increase shall be cumulative, as a delay would cause Consultant to have to revisit the plans created in accordance with the designated start date as defined herein.



## **ARTICLE 8 – BREACH**

1. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.

2. One or more waivers of breach of any provision of this Agreement by any party shall not be construed as a waiver of subsequent breach of the same provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different provision.

3. The substantially prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney’s fees and court costs incurred in said legal proceeding.

## **ARTICLE 9 - MODIFICATION**

This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the City and Consultant. Should any changes in the design of the Project be necessary, the City’s designee shall report such change to Consultant in writing. If the City determines that any changes in work are necessary to complete the Project, then Consultant shall be allowed compensation based upon the original contract terms, including the additional work in the overall cost of the construction of the Project.

## **ARTICLE 10 - INDEMNITY AND HOLD HARMLESS**

1. City shall agree to indemnify and hold Consultant, its officers, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys’ fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the City, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the City, its agents, employees, or any other entity for which the City may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

2. Consultant shall agree to indemnify and hold the City, its officers, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys’ fees, by reason of any claim and/or liability imposed, claimed and/or threatened against Consultant, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of Consultant, its agents, employees, or any other entity for which Consultant may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

## **ARTICLE 11 – INSURANCE**

Consultant shall maintain, during the term of this Agreement, or any extension hereof, the following insurance policy, written by an insurance company authorized to do business within the State of Tennessee, and furnish City, in duplicate, Certificates of Insurance as evidence thereof:

1. Worker’s Compensation: Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer’s Liability Coverage in the minimum amount of the statutory limit for each occurrence.

2. Comprehensive (Commercial) General Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence.

3. Automobile (Business) Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence, \$1,000,000.00 aggregate.

4. Professional Liability Insurance: Professional liability insurance covering claims arising from errors, omissions or negligent acts committed in the performance of professional services under this Agreement with limits of \$1,000,000.00.

## **ARTICLE 12 - SEVERABILITY**

In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

## **ARTICLE 13 - BINDING EFFECT**

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, administrators, successors and assigns.

## **ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP**

It is specifically understood that Consultant relationship with City shall be that of independent contractor and Consultant shall in no sense be considered an agent or employee of City, nor shall Consultant be, as a result of the relationship established by this Agreement, entitled to or eligible to participate in any benefits or privileges extended or given by City to its employees, notwithstanding this Agreement.

## **ARTICLES 15 - HEADINGS AND EXHIBITS**

The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

**ARTICLE 16 - FORCE MAJEURE**

Consultant shall not be liable to City or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond Consultant reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Consultant and unusually severe weather. Consultant agrees to notify City of the existence and nature of any delay.

**ARTICLE 17 – ENTIRE AGREEMENT**

This Agreement and accompanying documents contain the entire agreement between the parties with respect to the subject matter hereof and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are superseded hereby.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be signed by its authorized representative, and Consultant has caused this Agreement to be signed in its corporate name by its authorized representative as of the day and year first written above.

**CITY OF SPRING HILL, TENNESSEE**

By:   
Jim Haganan, Mayor

**THE CORRADINO GROUP, INC.**

By:   
Gerald Bolden, Vice President

## SCOPE OF SERVICES

Jim Warren Road  
Roadway Design and Intersection Improvements  
October 9, 2023

The following scope of work outlines the professional services to design and develop plans for improvements for a section of Jim Warren Road, from the intersection at Port Royal Road to approximately 1,600-ft west of the I-65 bridge along Jim Warren Road (approximately 4,800 lf of Jim Warren Road). The intersection of Jim Warren Road/Port Royal Road will be signalized with improvements along Port Royal Road to allow for a left-turn lane onto Jim Warren Road. A portion of Old Port Royal Road (approximately 300 lf) will be improved to intersect Jim Warren Road and will also connect to the newly constructed roadway into the Towne Crossing development.

### **1. General Project Management**

Project management is a continuous task that will be performed for the duration of this contract. Monitoring, coordination, scheduling, and reporting requirements of this task will be used to facilitate periodic review by the City of Spring Hill (City) to ascertain conformance with the requirements of this task.

After receipt of the notice-to-proceed, Corradino will conduct a project kick-off meeting with the City staff. This meeting will include the following topics:

- Key project staff
- Communications protocol
- Design goals and requirements
- Project schedule
- Invoicing
- Monthly progress meetings and reports
- Data and information needs

Once the project is underway, Corradino will provide monthly status reports to the City's Project Manager (PM) and conduct progress meetings with City staff, as necessary. These meetings will include a status update, anticipated next phases of work to be completed, and discussion on any critical items/issues and/or potential issues identified during project development.

Corradino anticipates having up to two (2) meetings with the City staff throughout the development of the project. These meetings will include (1) an initial design kick-off meeting, and (1) Final Construction Plans review meeting.

Corradino will prepare the agenda for all meetings and provide all necessary materials and handouts for discussion. At the conclusion of each meeting, Corradino will prepare meeting minutes and a cumulative list of "action items" developed for assignment to the appropriate party. These items will be distributed to the attendees and other appropriate stakeholders within five (5) working days following the meeting. All deliverables included within this task will be provided in .pdf format.

The following subtask will be completed as part of Task 1:

- 1.1 Conduct Project Kickoff Meeting
- 1.2 Provide monthly status reports to the City's Project Manager (PM).
- 1.3 Conduct progress meetings with City staff, as necessary.
- 1.4 Project milestones to occur for Final Construction Plans. An electronic copy of plans in .pdf format will be submitted to the City at the completion of these milestones.
- 1.5 Attend meetings at these project milestones.
- 1.6 Attend one (1) Transportation Advisory Committee (TAC) and one (1) Board of Mayor and Alderman (BOMA) meeting to provide a status update to the City.

## **2. Data Collection**

Assumes the City of Spring Hill will provide survey information involving contours, located underground utilities, and any drainage features in .dgn format along with a .TIN file if available. Assumes the survey coverage and limits will be sufficient for Corradino to perform design services for improvement.

Assumes the City will also provide necessary right-of-way information to allow Corradino to set a Proposed Right-of-Way and identify areas of acquisition and easement, in .dgn format.

## **3. Final Design / Construction Documents**

The design and preparation of plans shall be developed in accordance with City of Spring Hill Standards; TDOT Design Guidelines and Standard Specifications; AASHTO Green Book; and latest edition of the MUTCD.

*NOTE: An environmental evaluation or investigation of the area is not anticipated for this project.*

3.1 Review current projected traffic volumes for design year operational analysis and make adjustments based on proposed conditions/developments surrounding this intersection. Review operational analysis for projected design year traffic conditions to determine preferred signal phasing for a new signal at the intersection of Jim Warren Road/Port Royal Road. This analysis will assist to determine recommended minimum length of storage for turn lanes. The traffic signal and roadway design modifications will consider the City of Spring Hill's Major Thoroughfare plan for improvements to Port Royal Road but will consist of improvements needed only for the intersection and will widen Port Royal Road equally on both sides. No right-of-way to be acquired is anticipated in the widening.

3.1.1 The signal design components shall include:

- Black powder coated mast arm signal supports
- McCain Omni ATC EX2 NEMA controller
- EDI SSM-16LE(ip) Enhanced NEMA MMU
- PDC SSS86I/O load switches
- Wavetronix radar detection
- Sonem emergency vehicle preemption
- LED street name signs
- ADA accommodations (curb ramps, pedestrian signal heads, etc.)
- Prepare signal timings.

3.2 Roadway design and improvements shall follow the most current TDOT and AASHTO guidelines for roadway design.

- a. Turn lanes will be designed based on recommended storage lengths developed from traffic analysis.
  - b. Stormwater cross-drain design will be provided for the new roadway. The drainage design will be based on the most current TDOT Drainage Design Manual. Local City of Spring Hill standards will also apply to the drainage design and ensure 100-year storm frequency design. No Subsurface Stormwater design will be provided. Open-ditches will be designed accordingly to accommodate flow for cross-drains.
  - c. No pedestrian improvements will be considered for Jim Warren Road or Port Royal Road.
  - d. The typical section for Port Royal Road will be based on a rural roadway section, consisting of twelve-foot (12') travel lanes in each direction, a center twelve-foot (12') turning lane, six-foot (6') shoulder (four-feet paved with two-feet unstabilized (unpaved)) with open ditch each side having minimum 3:1 slopes or flatter.  
The typical section for Jim Warren Road will be based on a rural three-lane roadway section, consisting of twelve-foot (12') travel lanes, a twelve-foot (12') center turning lane, having a six-foot (6') shoulder (four-feet stabilized, two-feet unstabilized) with open ditch each side.
  - e. The roadway design for Jim Warren Road will consider improvements to provide an intersection at Old Port Royal Road. The typical roadway section for Old Port Royal Road assumes 2 - eleven-foot (11') travel lanes having a two-foot paved shoulder with open ditches. The roadway for Towne Crossing will be connected to this section of road.
  - f. Cross-sections will be developed to assist with determining slope limits for the proposed design and guidance to set proposed right-of-way. Proposed right-of-way will be set approximately 2'-5' away from slope lines.
- 3.3 Corradino shall assist the City with coordination of utilities that may be impacted in the project area. Utilities for MTE, ATMOS, ATT, water, and sanitary sewer will be contacted on the City's behalf and made aware of the project. Corradino will provide related design information to the utilities to assist with their relocation. Coordination with these utilities is limited and does not include any meetings. Proposed contours that may be desired by these utilities will not be generated or provided.
- 3.4 Signing and Marking will be developed for the proposed roadway and intersection.
- 3.5 A Traffic Control and Maintenance of Traffic design will be prepared for constructing Jim Warren Road and Port Royal Road while maintaining traffic.
- 3.6 The following sheets are anticipated to be included in the Final Construction Plans package.
- Title Sheet
  - Preliminary Typical Section and Miscellaneous Details
  - Present Layout
  - Proposed Roadway Layout
  - Proposed Drainage Map
  - Proposed Drainage Cross-section
  - Proposed Signal Layout
  - Signing and Marking Plan
  - Traffic Control Plan
  - Erosion Control Plan

- Preliminary Estimated Quantities (for budgeting purposes)
- 3.7 Conduct review meeting with the City, prepare a Summary of Comments and revise plans accordingly.
- 3.8 Corradino will coordinate with the City's Surveyor by providing design file(s) (in .dgn format) that identifies proposed right-of-way as set by Corradino. The City's surveyor will prepare appropriate right-of-way exhibits and legal descriptions to assist the City to acquire any right-of-way and easement. Corradino will not prepare a Property Map or develop an acquisition table.
- 3.9 Corradino will suggest a pavement section for the roadway similar to other completed City of Spring Hill projects.
- 3.10 Final project quantities will be estimated. A final detailed Engineer's Opinion of Probable Cost will not be generated.
- 3.11 An Erosion Control plan will be developed along with a stormwater pollution prevention plan. Environmental permits consisting of a Notice of Intent (NOI) will be prepared and submitted by Corradino to TDEC for approval. Fees for permits will be paid by Corradino at the time of submittal and will be directly reimbursed to the City.

#### **4. Bidding Assistance**

A bid book containing project information, legal forms and documents will not be developed or prepared since it is assumed the City will self-perform or contract work to any on-call contractors with the City.

#### **5. Construction Engineering and Inspection (CEI)**

*CEI Services if so desired by the City, will be scoped in detail upon approval of construction by the City of Spring Hill. A fee proposal for this work will be developed supplemented at the time the project starts construction. Material testing is not anticipated but may be added at such time if desired by the City of Spring Hill.*

*The scope of work for CEI services is estimated and outlined in the following.*

Corradino will serve as the City's representative and provide CEI services throughout the life of the project to effectively monitor and oversee construction of the project as defined by the plans and specifications.

Corradino will provide CEI services as outlined in the following sections. Based on discussions with the City, Corradino will provide an inspection team consisting of a Project Manager and full-time inspector for the project. Corradino will coordinate throughout the construction phase with the City's PM accordingly. The inspector will not be required to be on-site during periods when the contractor is inactive.

##### **A. Pre-Construction Conference**

Corradino will prepare for and conduct the Pre-Construction Conference; address and resolve all issues that arise at the meeting and prepare and distribute detailed minutes of the meeting. *Erosion Control* and *Utility Coordination* discussion will also be discussed prior to commencing activities to discuss scheduling and operations for these specific items.

##### **B. Project Administration**

Corradino will provide project administration and coordinate with the City; monitor Contractors hours worked on the project and justify need for overtime; obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

##### **C. Provide Construction Inspection Technical Support**

Corradino will provide qualified personnel for inspection of the project during the construction phase to oversee the Contractor's activities.

***D. Supplemental Agreements – Construction Change Orders***

Through coordination with the City, if the Contractor request a change order, Corradino will review any Supplemental Agreements/Construction Changes; Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible; Coordinate acceptance of prices with the City; Prepare the Supplemental Agreement/Change Order and submit to the City for final review and submittal for processing.

***E. Quality Assurance, Testing for Acceptance***

Corradino will assist and oversee a subconsultant to monitor and provide materials testing in the field as defined by TDOT specifications. Any certifications of material submitted by the contractor will be reviewed by Corradino for conformity to the Plans and Specifications. A Final Materials and Tests Certification will be included in the Final Records submitted to the City.

***F. Progress Payments***

Corradino will document and assemble accurate quantities for Monthly Progress Payments to the Contractor from actual project field records. The quantities for payment will be referenced to field records prior to submission for payment. All pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. The Estimate "cut-off" will be the 15<sup>th</sup> of each month.

***G. Distribution of Correspondence***

Corradino will maintain a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project. The correspondence will be submitted with the project Final Records.

***H. Inspection of Work***

Corradino's inspection team will ensure completion of the following tasks:

1. Provide inspection services for conformance to Plans and Specifications for all items that are being incorporated into the project. Corradino will measure and record all quantities for payment and provide daily reports to the City. These daily reports will be provided at a minimum of weekly. The daily records will be recorded on a standard form (field book) and/or on field inspection forms.
2. Check traffic control daily, and additionally as required.
3. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control and provide to the City.
4. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field.
5. Prepare an accurate daily diary, signed by the inspector, consisting of:
  - A record of the contractors on the project
  - Their personnel (number and classification)
  - Equipment (number and type or size)
  - Location and work performed by each contractor or subcontractor
  - Orders given the contractor
  - Events of note on the project
  - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
  - Weather, amount of precipitation, temperature at morning, noon, and evening

- Days charged, with explanation if not charged.
  - Equipment arriving or leaving the project, idle equipment.
  - Any other details that may be important later in the project life.
6. Review shop drawings and/or submittals and evaluate for compliance.

Corradino understands that the City does not expect Corradino to be on-site for the entire work day if no work is being performed.

**I. Final Records**

Corradino will provide a compilation of project records as well as all project documentation to the City. Corradino will make any corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time and submit all final forms (with the final records).

**J. As-Built Plans**

Corradino will develop as-built plans showing the location of constructed improvements. Final as-built plans (in .pdf format) and survey files (in MicroStation (.dgn) format) will be delivered to the City upon completion of the project.

**6. Traffic Signal Timing Implementation and Support**

At the conclusion of the construction phase, Corradino will provide traffic signal timing implementation and support services to the City staff. These tasks include:

- 7.1 Provide assistance to the City staff with verification of the traffic signal timing plans programmed into the controller by the Contractor.
- 7.2 Conduct traffic observations of the traffic signal timings during the weekday AM, Midday, and PM peak periods and during a typical weekend peak period.
- 7.3 Adjust/Fine-tune the traffic signal timings, including splits and offsets, to optimize traffic progression along the corridor while minimizing overall intersection delays.

**7. Additional Services**

Any work, other than the scope of services outlined herein, shall be designated "Additional Services." At such time that it is determined that these additional services are required, Corradino reserves the right to amend this proposal or execute a separate agreement that will provide such services. Services desired by the client, but not specifically outlined herein, can be provided on an hourly basis in accordance with Corradino's standard hourly rates.

***The following are Project Assumptions and Items that are not included within the scope of work, but can be added or negotiated at a later date as additional services.***

- 1. Landscaping design or improvements.
- 2. Meetings other than those listed in Section 1.
- 3. Environmental studies, evaluation, mitigation, or permitting to identify wetlands, ecological plant and/or animal species, hazardous material, air/noise evaluation, or archeological sites within or near the stated project limits separate from the Environmental Site Assessment to be performed. Environmental permits will not be completed until effort to final the design and Construction Plans are developed. An environmental document will not be prepared.
- 4. Any redesign due to unknown drainage structures and/or utility impacts that may lie within the project limits which may cause construction conflicts with the proposed plan design.

**EXHIBIT A**  
*Scope of Services*  
*Jim Warren Road Improvements*  
*October 8, 2023*

**THE CORRADINO GROUP**

5. Design of pedestrian walkways and/or roadway lighting for the project limits, including placement of footings and conduit for light poles.
6. Assumes existing utilities will be located and identified. The City of Spring Hill will provide separately any water and/or sanitary sewer design and/or relocation. No Utility design and/or plans to relocate affected utilities will be provided.
7. Labor and material necessary to advertise and/or bid the project, including preparation of a bid book.
8. A detailed pavement section will not be developed. Corradino will coordinate with the City to determine an acceptable pavement section.
9. Any right-of-way staking for property owners or staking of the proposed centerline will be performed separately by the City or a separate consultant.
10. No Geotechnical services will be provided.
11. Public meeting(s) to inform the public or businesses is not anticipated.
12. Coordination with other entities, consultants, or other parties is limited.

***The following will be provided or paid by the City of Spring Hill.***

1. City Mapping.
2. City Contours.
3. Property access.
4. Public meetings, meeting space, advertisement costs, and transcript and/or public comment recorder at public meetings.
5. Typical roadway pavement design.
6. ~~Advertising the project for bidding.~~

Considering the information presented herewith, this proposal will be a Lump Sum contract in the amount of \$ 150,000.00. This fee includes all materials and reimbursable expenses such as copies, plan sheets, mileage, etc. This cost includes a Not-To-Exceed cost of \$3,000.00 for permit application fees that will be directly reimbursed to the City of Spring Hill.

This fee proposal does not include the items within our scope defined under *"Items that will be negotiated at a later date.*

## SCOPE OF SERVICES

Jim Warren Road  
Roadway Design and Intersection Improvements  
October 9, 2023

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- 1.2 Provide monthly status reports to the City's Project Manager (PM).
- 1.3 Conduct progress meetings with City staff, as necessary.
- 1.4 Project milestones to occur for Final Construction Plans. An electronic copy of plans in .pdf format will be submitted to the City at the completion of these milestones.
- 1.5 Attend meetings at these project milestones.
- 1.6 Attend one (1) Transportation Advisory Committee (TAC) and one (1) Board of Mayor and Alderman (BOMA) meeting to provide a status update to the City.

## **2. Data Collection**

Assumes the City of Spring Hill will provide survey information involving contours, located underground utilities, and any drainage features in .dgn format along with a .TIN file if available. Assumes the survey coverage and limits will be sufficient for Corradino to perform design services for improvement.

Assumes the City will also provide necessary right-of-way information to allow Corradino to set a Proposed Right-of-Way and identify areas of acquisition and easement, in .dgn format.

## **3. Final Design / Construction Documents**

The design and preparation of plans shall be developed in accordance with City of Spring Hill Standards; TDOT Design Guidelines and Standard Specifications; AASHTO Green Book; and latest edition of the MUTCD.

*NOTE: An environmental evaluation or investigation of the area is not anticipated for this project.*

3.1 Review current projected traffic volumes for design year operational analysis and make adjustments based on proposed conditions/developments surrounding this intersection. Review operational analysis for projected design year traffic conditions to determine preferred signal phasing for a new signal at the intersection of Jim Warren Road/Port Royal Road. This analysis will assist to determine recommended minimum length of storage for turn lanes. The traffic signal and roadway design modifications will consider the City of Spring Hill's Major Thoroughfare plan for improvements to Port Royal Road but will consist of improvements needed only for the intersection and will widen Port Royal Road equally on both sides. No right-of-way to be acquired is anticipated in the widening.

3.1.1 The signal design components shall include:

- Black powder coated mast arm signal supports
- McCain Omni ATC EX2 NEMA controller
- EDI SSM-16LE(ip) Enhanced NEMA MMU
- PDC SSS86I/O load switches
- Wavetronix radar detection
- Sonem emergency vehicle preemption
- LED street name signs
- ADA accommodations (curb ramps, pedestrian signal heads, etc.)
- Prepare signal timings.

3.2 Roadway design and improvements shall follow the most current TDOT and AASHTO guidelines for roadway design.

- a. Turn lanes will be designed based on recommended storage lengths developed from traffic analysis.
  - b. Stormwater cross-drain design will be provided for the new roadway. The drainage design will be based on the most current TDOT Drainage Design Manual. Local City of Spring Hill standards will also apply to the drainage design and ensure 100-year storm frequency design. No Subsurface Stormwater design will be provided. Open-ditches will be designed accordingly to accommodate flow for cross-drains.
  - c. No pedestrian improvements will be considered for Jim Warren Road or Port Royal Road.
  - d. The typical section for Port Royal Road will be based on a rural roadway section, consisting of twelve-foot (12') travel lanes in each direction, a center twelve-foot (12') turning lane, six-foot (6') shoulder (four-feet paved with two-feet unstabilized (unpaved)) with open ditch each side having minimum 3:1 slopes or flatter.  
The typical section for Jim Warren Road will be based on a rural three-lane roadway section, consisting of twelve-foot (12') travel lanes, a twelve-foot (12') center turning lane, having a six-foot (6') shoulder (four-feet stabilized, two-feet unstabilized) with open ditch each side.
  - e. The roadway design for Jim Warren Road will consider improvements to provide an intersection at Old Port Royal Road. The typical roadway section for Old Port Royal Road assumes 2 - eleven-foot (11') travel lanes having a two-foot paved shoulder with open ditches. The roadway for Towne Crossing will be connected to this section of road.
  - f. Cross-sections will be developed to assist with determining slope limits for the proposed design and guidance to set proposed right-of-way. Proposed right-of-way will be set approximately 2'-5' away from slope lines.
- 3.3 Corradino shall assist the City with coordination of utilities that may be impacted in the project area. Utilities for MTE, ATMOS, ATT, water, and sanitary sewer will be contacted on the City's behalf and made aware of the project. Corradino will provide related design information to the utilities to assist with their relocation. Coordination with these utilities is limited and does not include any meetings. Proposed contours that may be desired by these utilities will not be generated or provided.
- 3.4 Signing and Marking will be developed for the proposed roadway and intersection.
- 3.5 A Traffic Control and Maintenance of Traffic design will be prepared for constructing Jim Warren Road and Port Royal Road while maintaining traffic.
- 3.6 The following sheets are anticipated to be included in the Final Construction Plans package.
- Title Sheet
  - Preliminary Typical Section and Miscellaneous Details
  - Present Layout
  - Proposed Roadway Layout
  - Proposed Drainage Map
  - Proposed Drainage Cross-section
  - Proposed Signal Layout
  - Signing and Marking Plan
  - Traffic Control Plan
  - Erosion Control Plan

- Preliminary Estimated Quantities (for budgeting purposes)
- 3.7 Conduct review meeting with the City, prepare a Summary of Comments and revise plans accordingly.
- 3.8 Corradino will coordinate with the City's Surveyor by providing design file(s) (in .dgn format) that identifies proposed right-of-way as set by Corradino. The City's surveyor will prepare appropriate right-of-way exhibits and legal descriptions to assist the City to acquire any right-of-way and easement. Corradino will not prepare a Property Map or develop an acquisition table.
- 3.9 Corradino will suggest a pavement section for the roadway similar to other completed City of Spring Hill projects.
- 3.10 Final project quantities will be estimated. A final detailed Engineer's Opinion of Probable Cost will not be generated.
- 3.11 An Erosion Control plan will be developed along with a stormwater pollution prevention plan. Environmental permits consisting of a Notice of Intent (NOI) will be prepared and submitted by Corradino to TDEC for approval. Fees for permits will be paid by Corradino at the time of submittal and will be directly reimbursed to the City.

#### **4. Bidding Assistance**

A bid book containing project information, legal forms and documents will not be developed or prepared since it is assumed the City will self-perform or contract work to any on-call contractors with the City.

#### **5. Construction Engineering and Inspection (CEI)**

*CEI Services if so desired by the City, will be scoped in detail upon approval of construction by the City of Spring Hill. A fee proposal for this work will be developed supplemented at the time the project starts construction. Material testing is not anticipated but may be added at such time if desired by the City of Spring Hill.*

*The scope of work for CEI services is estimated and outlined in the following.*

Corradino will serve as the City's representative and provide CEI services throughout the life of the project to effectively monitor and oversee construction of the project as defined by the plans and specifications.

Corradino will provide CEI services as outlined in the following sections. Based on discussions with the City, Corradino will provide an inspection team consisting of a Project Manager and full-time inspector for the project. Corradino will coordinate throughout the construction phase with the City's PM accordingly. The inspector will not be required to be on-site during periods when the contractor is inactive.

##### ***A. Pre-Construction Conference***

Corradino will prepare for and conduct the Pre-Construction Conference; address and resolve all issues that arise at the meeting and prepare and distribute detailed minutes of the meeting. *Erosion Control* and *Utility Coordination* discussion will also be discussed prior to commencing activities to discuss scheduling and operations for these specific items.

##### ***B. Project Administration***

Corradino will provide project administration and coordinate with the City; monitor Contractors hours worked on the project and justify need for overtime; obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

##### ***C. Provide Construction Inspection Technical Support***

Corradino will provide qualified personnel for inspection of the project during the construction phase to oversee the Contractor's activities.

***D. Supplemental Agreements – Construction Change Orders***

Through coordination with the City, if the Contractor request a change order, Corradino will review any Supplemental Agreements/Construction Changes; Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible; Coordinate acceptance of prices with the City; Prepare the Supplemental Agreement/Change Order and submit to the City for final review and submittal for processing.

***E. Quality Assurance, Testing for Acceptance***

Corradino will assist and oversee a subconsultant to monitor and provide materials testing in the field as defined by TDOT specifications. Any certifications of material submitted by the contractor will be reviewed by Corradino for conformity to the Plans and Specifications. A Final Materials and Tests Certification will be included in the Final Records submitted to the City.

***F. Progress Payments***

Corradino will document and assemble accurate quantities for Monthly Progress Payments to the Contractor from actual project field records. The quantities for payment will be referenced to field records prior to submission for payment. All pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. The Estimate "cut-off" will be the 15<sup>th</sup> of each month.

***G. Distribution of Correspondence***

Corradino will maintain a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project. The correspondence will be submitted with the project Final Records.

***H. Inspection of Work***

Corradino's inspection team will ensure completion of the following tasks:

1. Provide inspection services for conformance to Plans and Specifications for all items that are being incorporated into the project. Corradino will measure and record all quantities for payment and provide daily reports to the City. These daily reports will be provided at a minimum of weekly. The daily records will be recorded on a standard form (field book) and/or on field inspection forms.
2. Check traffic control daily, and additionally as required.
3. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control and provide to the City.
4. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field.
5. Prepare an accurate daily diary, signed by the inspector, consisting of:
  - A record of the contractors on the project
  - Their personnel (number and classification)
  - Equipment (number and type or size)
  - Location and work performed by each contractor or subcontractor
  - Orders given the contractor
  - Events of note on the project
  - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
  - Weather, amount of precipitation, temperature at morning, noon, and evening

- Days charged, with explanation if not charged.
  - Equipment arriving or leaving the project, idle equipment.
  - Any other details that may be important later in the project life.
6. Review shop drawings and/or submittals and evaluate for compliance.

Corradino understands that the City does not expect Corradino to be on-site for the entire work day if no work is being performed.

**I. Final Records**

Corradino will provide a compilation of project records as well as all project documentation to the City. Corradino will make any corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time and submit all final forms (with the final records).

**J. As-Built Plans**

Corradino will develop as-built plans showing the location of constructed improvements. Final as-built plans (in .pdf format) and survey files (in MicroStation (.dgn) format) will be delivered to the City upon completion of the project.

**6. Traffic Signal Timing Implementation and Support**

At the conclusion of the construction phase, Corradino will provide traffic signal timing implementation and support services to the City staff. These tasks include:

- 7.1 Provide assistance to the City staff with verification of the traffic signal timing plans programmed into the controller by the Contractor.
- 7.2 Conduct traffic observations of the traffic signal timings during the weekday AM, Midday, and PM peak periods and during a typical weekend peak period.
- 7.3 Adjust/Fine-tune the traffic signal timings, including splits and offsets, to optimize traffic progression along the corridor while minimizing overall intersection delays.

**7. Additional Services**

Any work, other than the scope of services outlined herein, shall be designated "Additional Services." At such time that it is determined that these additional services are required, Corradino reserves the right to amend this proposal or execute a separate agreement that will provide such services. Services desired by the client, but not specifically outlined herein, can be provided on an hourly basis in accordance with Corradino's standard hourly rates.

***The following are Project Assumptions and Items that are not included within the scope of work, but can be added or negotiated at a later date as additional services.***

- 1. Landscaping design or improvements.
- 2. Meetings other than those listed in Section 1.
- 3. Environmental studies, evaluation, mitigation, or permitting to identify wetlands, ecological plant and/or animal species, hazardous material, air/noise evaluation, or archeological sites within or near the stated project limits separate from the Environmental Site Assessment to be performed. Environmental permits will not be completed until effort to final the design and Construction Plans are developed. An environmental document will not be prepared.
- 4. Any redesign due to unknown drainage structures and/or utility impacts that may lie within the project limits which may cause construction conflicts with the proposed plan design.

5. Design of pedestrian walkways and/or roadway lighting for the project limits, including placement of footings and conduit for light poles.
6. Assumes existing utilities will be located and identified. The City of Spring Hill will provide separately any water and/or sanitary sewer design and/or relocation. No Utility design and/or plans to relocate affected utilities will be provided.
7. Labor and material necessary to advertise and/or bid the project, including preparation of a bid book.
8. A detailed pavement section will not be developed. Corradino will coordinate with the City to determine an acceptable pavement section.
9. Any right-of-way staking for property owners or staking of the proposed centerline will be performed separately by the City or a separate consultant.
10. No Geotechnical services will be provided.
11. Public meeting(s) to inform the public or businesses is not anticipated.
12. Coordination with other entities, consultants, or other parties is limited.

***The following will be provided or paid by the City of Spring Hill.***

1. City Mapping.
2. City Contours.
3. Property access.
4. Public meetings, meeting space, advertisement costs, and transcript and/or public comment recorder at public meetings.
5. Typical roadway pavement design.
- ~~6. Advertising the project for bidding.~~

Considering the information presented herewith, this proposal will be a Lump Sum contract in the amount of \$ 150,000.00. This fee includes all materials and reimbursable expenses such as copies, plan sheets, mileage, etc. This cost includes a Not-To-Exceed cost of \$3,000.00 for permit application fees that will be directly reimbursed to the City of Spring Hill.

This fee proposal does not include the items within our scope defined under *"Items that will be negotiated at a later date.*