

RESOLUTION 24-50

**A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH
THE CORRADINO GROUP**

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

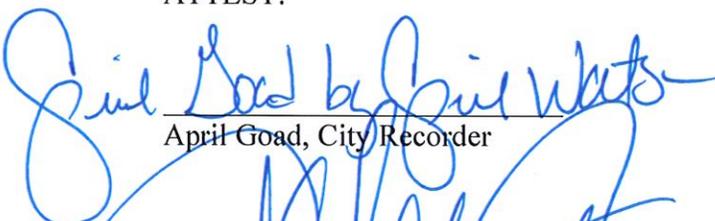
WHEREAS, the City submits that it has the authority to contract with consultant to provide professional services for the work desired by the city as outlined in the Joint Development Agreement between the City and Spring Hill Development Holdings, LLC, the Developer of Spring Hill Towne Crossing, attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, approves the attached Professional Services Agreement with the Corradino Group.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 20th 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 20th day of February 2024, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter "City"), and **THE CORRADINO GROUP, INC.** in Franklin, Tennessee (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 as outlined in the Joint Development Agreement (see attached Exhibit C) between the City and Spring Hill Development Holdings, LLC (the Developer of Spring Hill Towne Crossing); 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 (Resolution 22-233 with Scope of Services)
- b. See Attached Exhibit B (Additional Services – CEI Support)
- c. See Attached Exhibit C (Additional Services – Design Modification per TDOT)

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 in a timely manner 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, an hourly not to exceed an aggregate amount of \$156,042.00 (One Hundred Fifty-Six Thousand Forty-Two dollars and no cents). Reimbursable expenses shall be invoiced by the Consultant at direct expense to the City.
2. In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with Article 1, an hourly not to exceed an aggregate amount of \$32,500.00 (Thirty-Two Thousand Five Hundred dollars and no cents). Reimbursable expenses shall be invoiced by the Consultant at direct expense to the City.
3. In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for additional services performed in accordance with Article 1, an hourly not to exceed an aggregate amount of \$11,480.00 (Eleven Thousand Four Hundred

3. In the event of termination by either party, Consultant shall be compensated for all services performed prior to the termination date.

ARTICLE 7 - DISPUTE RESOLUTION AND GOVERNING LAW

1. The City and Consultant shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.

2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.

3. Governing Law, Venue and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

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 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. 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 indemnification shall not extend to damages attributable to any design modifications resulting from design review comments or requirements from the Tennessee Department of Transportation ("TDOT"). 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. City and Consultant recognize and understand that the Project must be designed to comply with certain TDOT requirements and that these requirements are solely at the direction and mandate of TDOT.

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 Hagaman, Mayor

THE CORRADINO GROUP, INC.

By: 
Gerald Bolden, Vice President

RESOLUTION 22-233

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH THE CORRADINO GROUP TO PROVIDE DESIGN AND MODIFICATION SERVICES RELATED TO SPRING HILL TOWNE CROSSING

WHEREAS, the City of Spring Hill approved a Joint Development Agreement with Spring Hill Development Holdings, LLC by Resolution 22-208 on September 6, 2022 in which The Corradino Group is identified as providing design and modification services for the traffic signal and intersection on Port Royal Road at relocated Jim Warren Road; and

WHEREAS, The Corradino Group has submitted a Scope of Work and Fee Proposal for a not-to-exceed amount of \$156,042.00 for the services, attached hereto as Exhibit A; and

WHEREAS, Spring Hill Development Holdings, LLC will be responsible for reimbursement to the City for the services provided by The Corradino Group, as agreed to in the Joint Development Agreement; and

WHEREAS, the cost will be expensed and reimbursement revenue recognized from FY 2023 in the Traffic department (110-43140) with Budget Amendment No. 1.

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

1. Approve the Scope of Work and Fee Proposal with The Corradino Group for design and modification services related to Spring Hill Towne Crossing for a not-to-exceed amount of \$156,042.00, attached hereto.
2. Authorize the Mayor to execute the Proposal, attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17th day of October, 2022.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

October 6, 2022

Ms. Missy Stahl
CIP Manager
City of Spring Hill
199 Town Center Parkway
PO Box 789
Spring Hill, TN 37174

**Re: Scope of Work and Fee Proposal
Port Royal Road at Relocated Jim Warren Road
Traffic Signal and Intersection Design and Modifications**

Dear Ms. Stahl:

Attached for approval is our scope of work and Hourly Not-to-Exceed fee proposal in the amount of \$156,042.00 to provide professional services for the work associated with the coordination and design of the Port Royal Road at Relocated Jim Warren Road improvements, as it relates to the Spring Hill Towne Crossing development by Steadfast, as outlined in the attached Scope of Services and shown in Exhibit A.

We are available at your discretion to further discuss and answer any questions the City may have concerning this information. We greatly appreciate this opportunity and look forward to working with the City and Steadfast.

Sincerely,
THE CORRADINO GROUP, INC.



Gerald G. Bolden, PE, PTOE
Vice President

ACCEPTED BY:


Signature

Jim Haggman, Mayor
Printed Name and Title

City of Spring Hill
Agency

10-17-2022
Date

SCOPE OF SERVICES

Port Royal Road at Relocated Jim Warren Road
Traffic Signal and Intersection Design and Modifications
August 31, 2022

The following scope of work outlines the professional services to design and develop plans for traffic signal and intersection modifications of Port Royal Road between SR-396 Eastbound Ramps and Relocated Jim Warren Road, including the relocated Jim Warren Road intersection approach to approximately Sta. 5+50 of the development plan.

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 and Steadfast. 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 Steadfast (Mark Sakioka), along with conducting progress meetings, 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 eight (8) meetings with the City staff and/or Steadfast throughout the development of the project. These meetings will include an initial design kick-off meeting, two plans review meetings, and three coordination meetings. These three coordination meetings may be with the City, TDOT, or Steadfast or any combination of the three. Additionally, Corradino anticipates attending one Transportation Advisory Committee (TAC) and one (1) Board of Mayor and Alderman (BOMA) 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.
- 1.3 Conduct progress meetings, as necessary.
- 1.4 Project milestones to occur for ROW/Utility Plans and Final Construction Plans. An electronic copy of plans in .pdf format will be submitted to the City and Steadfast 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.

2. Data Collection

The data collection phase will include an intersection evaluation of the traffic operations in the area with the traffic conditions anticipated with full buildout of Spring Hill Towne Crossing and Project Suitcase, compilation of the design requirements and considerations for the intersection.

It is anticipated Steadfast will provide a full field-run survey to be used as the basis of the design. It is assumed the survey includes the following within the project area:

- All TDOT control of access (CA) fence including right-of-way and property corners
- All utilities (underground and above ground)
- All existing features (sidewalks, buildings, fences, driveways, drainage structures, trees, signage, pavement markings, curb ramps, stream with top bank location, etc.)
- All existing roadway planimetric features and an existing surface digital terrain model, contours, and/or point data
- A stream profile for Aenon Creek with a floodplain cross-section.
- Control points

Based on the current survey/base file information obtained from Steadfast, the survey format is in Autocad (.dwg). Therefore, the file structure will need to be modified for use in Microstation (.dgn) and GEOPAK (.gpk and .prj) files.

It is assumed there will be no property exhibits and legal descriptions for property tracts.

It is assumed a hydrologic analysis of Aenon Creek indicating the 100-year flood boundary has been performed or will be provided for this project. Corradino will coordinate with the City staff during the development of the design to verify this is the case. If necessary, Corradino can perform the analysis, however, this is not part of this current scope and fee for the project.

3. Design Plans

The roadway and traffic signal design plans shall be developed in accordance with current editions of the City of Spring Hill Standards; TDOT Design Guidelines and Standard Specifications; TDOT Highway System Access Manual (HSAM); AASHTO Green Book; and the MUTCD.

The design will be developed based on the combination of an initial and ultimate layout. The initial layout considers the ongoing development of Spring Hill Towne Crossing with the general concept plan of Port Royal Road and relocated Jim Warren Road to be as shown in **Attachment 1** to this document. The ultimate layout will include the necessary lanage and overall layout to accommodate the projected traffic conditions of Spring Hill Towne Crossing along with the inclusion of Project Suitcase. This is anticipated to include dual southbound left turn lanes on Port Royal Road at relocated Jim Warren Road, widened roadway section of relocated Jim Warren Road to accommodate the dual left turns, and any other lane modifications identified, as part of the full bulldout of Spring Hill Towne Crossing, in the Project Suitcase Traffic Impact Study or through the design team operational analysis of the intersection of Port Royal Road and relocated Jim Warren Road.

The design layout will be coordinated with TDOT (Region 3 Traffic and ROW Office). Based on the original design developed by the development team's original engineer, the proposed design was impacting the TDOT CA fence located along the east side of Port Royal Road. According to the original design plans for the SR-396 interchange, the CA Fence limit was identified at approximately Sta. 100+10, which equates to Sta. 101+47 of the development team's original design layout. The proposed development team's design was considered by TDOT ROW Office to be impacting the TDOT control-of-access fencing and therefore would require the design to go through the State's Excess Land process for approvals. The TDOT coordination and any required Excess Land requirements and process are discussed as part of **Task 5**.

- 3.1 Review current traffic operations and existing signal timing for the intersection of Port Royal Road and SR-396 Eastbound Ramps. This information will be used to evaluate the anticipated traffic signal operations of the new Port Royal Road and relocated Jim Warren Road intersection and identify design specifics such as signal phasing and timings and turn lane storage.
- 3.2 Review current projected traffic volumes for design year operational analysis and make adjustments based on proposed conditions/developments surrounding this intersection.
- 3.3 Review operational analysis for projected design year traffic conditions to determine preferred signal phasing and assistance in determining recommended minimum length of storage for turn lanes.
- 3.4 The ultimate roadway and traffic signal design will consider the City of Spring Hill's Major Thoroughfare plan for the improvements to Port Royal Road.
 - 3.4.1 Roadway design and improvements shall follow the most current TDOT and AASHTO guidelines for roadway design and highway access.
 - a. Turn lanes will be designed based on recommended storage lengths developed from traffic analysis and TDOT's highway access manual. (NOTE: A design waiver may be necessary to meet new guidelines se forth in TDOT's new manual).
 - b. Stormwater drainage design will be provided for the new roadway. The drainage design will be based on the most current TDOT Drainage Design Manual and local City of Spring Hill standards.
 - c. Design shall include pedestrian improvements as identified in the approval of the Spring Hill Towne Crossing development plan. These improvements will adhere to the Public Right-of-Way Accessibility Guidelines (PROWAG) standards and guidelines.
 - d. The typical section for Port Royal Road will be coordinated with the City and TDOT. The typical section for relocated Jim Warren Road will be coordinated with the City and Steadfast. The typical section to be developed will identify travel lane widths, pavement widening, and shoulder widths.

- e. Cross-sections will be developed to assist with determining slope limits for the proposed design and guidance to set proposed right-of-way (along relocated Jim Warren Road).
 - f. As necessary, the design may require the addition of a retaining wall along the southern boundary of relocated Jim Warren Road to minimize impacts to the Aenon Creek floodway and basin. If a retaining wall is required, Corradino will coordinate to conduct borings in the area to perform a global stability analysis and develop a retaining wall design for this new segment of roadway.
 - a. Clearing of brush, trees, etc. will be provided by Steadfast to allow access to perform soil borings.
 - b. Additional survey for Aenon Creek may be necessary to assist with the stability analysis.
- 3.4.2 The roadway improvements for this section of Port Royal Road will require a new traffic signal installation at the intersection of Port Royal Road and relocated Jim Warren Parkway and a traffic signal modification at the intersection of Port Royal Road and SR-396 Eastbound Ramps. NOTE: The traffic signal modification plans may require review and approval from TDOT Traffic Operations.
- 3.5 Corradino shall coordinate accordingly with City of Spring Hill and affected utility agencies. Coordination and assistance with these agencies shall be provided to determine how affected utilities may need to relocate. These potential utilities include Middle Tennessee Electric (MTE), Spring Hill Water and Sewer, AT&T, Atmos, Comcast, and /or Charter. Corradino will meet with the utilities to discuss the proposed design and determine the extent of impact to utilities and need for relocation.
- 3.6 Signing and Marking will be developed for the proposed roadway and intersection.
- 3.7 Prepare environmental permits and submit to TDEC for approval. Corradino anticipates this will consist, at a minimum, of a Notice of Intent (NOI) and Aquatic Resources Alteration Permit (ARAP). Fees for these permits will be paid by Corradino at the time of submittal and will be directly reimbursed to Corradino by the City.
- 3.8 The following sheets are anticipated to be included in the Design package.
- Title Sheet
 - Index
 - Typical Section and Miscellaneous Details
 - Pavement Section
 - General and Special Notes
 - Final Estimated Quantities
 - Present Layout
 - Proposed Roadway Layout
 - Proposed Signal Layout (2 Intersections)
 - Traffic Signal Timings
 - Signing and Marking Plan
 - Traffic Control Plan
 - Erosion Control Plan
 - Cross-sections
 - Soil Boring/Geotechnical (TBD)
 - Retaining Wall Details/Design Layout (TBD)
- 3.9 Submit the design package to the City and Steadfast for review.

- 3.10 Conduct review meeting with the City and Steadfast, prepare a Summary of Comments and revise plans accordingly.
- 3.11 Submit final plans to the City and Steadfast. The plans will be submitted in an electronic (.pdf) format.

4. 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:

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

5. Coordination – TDOT Traffic Engineering, TDOT ROW and State Excess Land

Throughout the development of the design plans, Corradino will coordinate with TDOT to verify and provide information needed to gain the necessary approvals for the construction of the relocated Jim Warren Road connection to Port Royal Road. It is anticipated this coordination will include, but not be limited to:

- 5.1 Providing design plans for the initial design layout to TDOT Region Traffic to approval for the connection of relocated Jim Warren Road to Port Royal Road between the SR-396 Ramp Intersection and the Aenon Creek bridge.
- 5.2 Conducting up to (3) meetings with TDOT Region Traffic Office to gain approval for the connection.
- 5.3 Preparing documentation and design plans for submittal to TDOT ROW and the State Excess Land for consideration of adjustment to the TDOT CA fence on the east side of Port Royal Road.
- 5.4 Conducting up to (3) meetings with TDOT ROW to foster the review and approval of the request for modification to the CA fence location.

6. 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. Hydrologic analysis of Aenon Creek.
3. Additional survey.
4. Meetings other than those outlined in the Scope of Work.
5. 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.

6. Significant revisions or additional work due to the updating of TDOT Design Guidelines, specifications, permits, drainage manuals, or erosion control manuals.
7. 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.
8. Design of pedestrian and roadway lighting for the project limits, including placement of footings and conduit for light poles.
9. Utility design and/or plans to relocate affected utilities.
10. A detailed pavement section will not be developed. Corradino will coordinate with the City and/or Steadfast to determine an acceptable pavement section.
11. Staking of right-of-way, property, and/or other design or project items.
12. Bid book or preparation of specifications.

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

1. Survey.
2. Traffic Impact Studies for Spring Hill Towne Crossing and Project Suitcase.
3. Design files for current roadway layout.
4. Typical roadway pavement design.

Considering the information presented herewith, this proposal will be a Hourly Not-to-Exceed contract in the amount of \$ 156,042.00. This fee includes all materials and reimbursable expenses such as copies, plan sheets, mileage, etc. **NOTE:** This fee includes design, coordination and direct expense cost associated with the inclusion of retaining wall on the south side of relocated Jim Warren Road. The specific cost associated with the retaining wall task is shown on the attached Fee Summary table.

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

FEE SUMMARY
PORT ROYAL ROAD / RELOCATED JIM WARREN ROAD IMPROVEMENTS
 August 31, 2022

PHASE	TOTAL
1. GENERAL PROJECT MANAGEMENT	\$14,265.00
2. DATA COLLECTION	\$4,580.00
3. DESIGN PLANS	\$77,209.00
4. TRAFFIC SIGNAL TIMING REVIEW/IMPLEMENTATION	\$2,580.00
5. TDOT COORDINATION	\$12,408.00
6. RETAINING WALL DESIGN & COORDINATION (If Required Based on Roadway Design)	\$10,000.00
Direct Expenses (Not-To-Exceed: Permt Application Fees (\$5,000); Geotechnical subconsultant (\$30,000, if retaining wall is required)	\$35,000.00
ESTIMATED COST	\$156,042.00

EXHIBIT B

SCOPE OF SERVICES

Port Royal Road at Relocated Jim Warren Road
Traffic Signal and Intersection Design and Modifications
January 11, 2024 (Additional Services for CEI Support)
(Supplemented to the Scope of Services dated August 31, 2022)

The following scope of work outlines the professional services to design and develop plans for traffic signal and intersection modifications of Port Royal Road between SR-396 Eastbound Ramps and Relocated Jim Warren Road, including the relocated Jim Warren Road intersection approach to approximately Sta. 5+50 of the development plan.

1. CEI Support

Corradino will provide CEI support services as outlined in the following sections. Based on discussions with the City, Corradino will provide a Senior Inspector for the project on an as-needed basis to support City staff. Corradino will coordinate throughout the construction phase with the City's PM accordingly. The inspector will not be required to be on-site except when requested by City staff or when critical item (as noted below) installation/construction is occurring. A construction duration of 4 months is assumed for this schedule and estimation purposes. For estimating purposes

Considering the information presented herewith, this proposal will be a Hourly Not-to-Exceed contract in the amount of \$ 32,500.00. This fee includes all materials and reimbursable expenses such as copies, plan sheets, mileage, etc.

EXHIBIT C

SCOPE OF SERVICES

Port Royal Road at Relocated Jim Warren Road
Traffic Signal and Intersection Design and Modifications
January 11, 2024 (Additional Services for TDOT Redesign)
(Supplemented to the Scope of Services dated August 31, 2022)

The following scope of work outlines the professional services to complete the design modifications required by TDOT to obtain the permit for the improvements on Port Royal Road within the state's control of access fencing between SR-396 Eastbound Ramps and Relocated Jim Warren Road.

1. Design Modifications Required by TDOT for Permitting

Corradino will revise the originally submitted design plans per TDOT's required modifications to the segment of Port Royal Road between SR-396 Eastbound Ramps and Relocated Jim Warren Road. The TDOT required modifications include:

- Adding an additional northbound through lane for the departure of Port Royal Road from the intersection with relocated Jim Warren Road.
- Modifying the northeast corner radius to accommodate the additional width required for the additional northbound travel lane on the departure of Port Royal Road at the intersection with relocated Jim Warran Road.
- Modify the traffic signal design to accommodate the above revisions and verify the traffic signal will have a No Right Turn On RED movement for westbound relocated Jim Warren Road traffic.
- Modify the southbound left turn lane entrance (for relocated Jim Warren Road) striping/angle of approach just south of the Port Royal Road and SR-396 Eastbound ramp intersection.
- Provide signed/sealed plans to Steadfast for submittal to TDOT for permitting.

Considering the information presented herewith, this proposal will be a Lump Sum contract in the amount of \$ 11,480.00. This fee includes all materials and reimbursable expenses such as copies, plan sheets, mileage, etc.