

**RESOLUTION 12-66**

**A RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT, ADDENDUM NO. 1, WITH CDM SMITH, INC. FOR FIELD SURVEYING, DESIGN, NEPA SERVICES, AND RIGHT OF WAY ASSISTANCE FOR DUPLEX ROAD WIDENING PROJECT**

**WHEREAS**, Requests for Proposals for this project were received on February 6, 2009, and City Staff were authorized to negotiate a contract with CDM Smith Inc., formerly known as Wilbur Smith Associates for the above referenced project on March 16, 2009, per Resolution 09-13; and

**WHEREAS**, the Board of Mayor and Aldermen for the City of Spring Hill has approved a contract with CDM Smith Inc., formerly known as Wilbur Smith Associates for the Engineering and Design of improvements to Duplex Road (SR 247)

**WHEREAS**, this project will be conducted consistent with the requirements of the Tennessee Department of Transportation Locally Managed Program; and

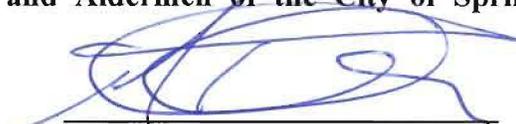
**WHEREAS**, the scope of the Addendum 1, Exhibit B is attached to this resolution and consists of Field Survey, Box Culvert Design and NEPA Document Revisions, and Right of Way Acquisition Assistance.

**WHEREAS**, the fee schedule below, is as stated in agreement as “Addendum 1, Exhibit B”:

<u>SERVICE</u>	<u>Cost</u>
<b><u>Field Survey:</u></b>	
Field Work, Right of Way Staking and Updated Property Owner/Deed Search	Sub Total     \$94,600.00
<b><u>Box Culvert Design &amp; NEPA Document Revisions</u></b>	
Plans Revisions and NEPA Categorical Exclusion Revision	Sub Total     \$25,600.00
<b><u>Right of Way Acquisition Assistance</u></b>	
Appraisal, Acquisition, Relocation Assistance, Review Appraisal, Title Services and Legal Descriptions	Sub Total <u>\$1,105,000.00</u>
<b>Total Addendum No. 1 services</b>	<b>\$1,225,200.00</b>
Original Contracted Amount	\$1,587,627.00
Total Contract Including Addendum No. 1	<b><u>\$2,812,827.00</u></b>

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Mayor and Aldermen approve the cost of Addendum 1, Exhibit B in the amount of \$1,225,200.00 (it is anticipated that a portion of the funds will come from the Local Surface Transportation Program "L-STP" and the Nashville Area MPO Transportation Improvement Program "TIP." The amount of STP funds available for the City is \$177,780.00. It is expected that \$1,047,420.00 of the costs of Addendum 1, Exhibit B will come from actual funds of the City of Spring Hill as presented in the agreement with CDM Smith, Inc. for professional engineering/design services. Amounts for any additional phase of services shall be brought before the Board of Mayor and Aldermen for approval and ratification of negotiated amounts at future public meetings.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 16th day of July, 2012.**

  
Michael Dinwiddie, Mayor

ATTEST:

  
April Goad, City Recorder

APPROVED AS TO FORM:

  
Timothy P. Underwood, City Attorney

**Field Surveying, Design and NEPA Services, and Right of Way Acquisition Assistance for State Route 247/Duplex Road**

**ADDENDUM NO. 1 TO PROFESSIONAL SERVICES AGREEMENT**

This agreement made as of July 16, 2012 between the City of Spring Hill (**City**) and CDM Smith Inc. (**Consultant**) shall amend the previous agreement entered into between the **City** and **CDM Smith** (former legal name **Wilbur Smith Associates**) as executed on **June 15, 2009** as relates to the performance of professional services for the assignment described as follows:

Project: **Environmental and Engineering Services for State Route 247/Duplex Road**

Location: **Spring Hill, Tennessee**

**I. PROFESSIONAL SERVICES:**

A. **Consultant** will provide **additional services** related to field surveying, design and NEPA, and Right of Way acquisition assistance as described in **Exhibit A** Scope of Services.

**II. COMPENSATION:**

- A. For additional services relative to providing field surveying, design and NEPA, and Right of Way acquisition assistance **Consultant** shall be compensated a lump sum amount of **\$1,225,200** as summarized in **Exhibit B** Payments to Consultant.
- B. As a result of this addendum the total amended lump sum contract amount for services to be provided by **Consultant** is hereby increased to **\$2,812,827**.

**III. TERMS AND CONDITIONS:** Services performed under this addendum are subject to the same terms and conditions as contained in the original agreement executed on **June 15, 2009**.

By:   
Title: Mayor  
Address: 199 Town Center Parkway, P.O. Box 789  
Spring Hill, TN 37174

By:   
Title: Associate  
Address: 830 Crescent Center Drive, Suite 400  
Franklin, TN 37067

## **Scope of Services**

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### **FIELD SURVEY**

Due to changes in terrain features and property ownership, additional ground survey and property ownership research work is required to prepare for final Right of Way plans and Right of Way acquisition. In addition, staking of the Right of Way will be required prior to the acquisition process. The following detailed items are required:

- The property adjacent to Duplex and Commonwealth drive will be re-surveyed. Since the original survey in 2009 the property has been developed (church) and driveway location has moved.
- The property adjacent to Duplex Road and Buckner Lane (Benevento subdivision) will be re-surveyed. Since the original survey in 2009 several new houses have been constructed and several new topographic features have been added or modified including tree lines, fence lines, and topography.
- The property adjacent to Duplex Road and Sakari Circle (Buckner Crossing subdivision) will be re-surveyed. Since the original survey in 2009 several new topographic features have been added or modified including tree lines, fence lines, and grading.
- The property located on Duplex Road just east of Secluded Lane will be re-surveyed because the driveway has been eliminated and topography has changed.
- A new property owner/deed search will be completed because many properties have changed ownership since the original search was completed in 2009. This includes verifying and updating existing property owners and any new tracts. Additionally, any new Right of Way that has been dedicated will be determined.
- The property at the intersection of Duplex Road and Miles Johnson Parkway will be surveyed because the limit of construction for Miles Johnson Parkway (north and south) has extended beyond the original survey limit in order to accommodate a new traffic signal and turn lanes.
- All Right of Way for the project will be staked prior to, or in conjunction with the beginning of the acquisition process.

The survey related activities will take approximately 2 to 4 months to complete from notice to proceed. The Right of Way staking will take approximately 2 to 6 weeks to complete and will begin upon Right of Way acquisition notice to proceed.

### **AENON CREEK GREENWAY BOX CULVERT DESIGN AND NEPA DOCUMENT REVISIONS**

Due to the recognition of a need by members of the Spring Hill Planning Commission and the results of the draft City Parks and Recreation Master Plan that identifies a need to connect planned greenway trails on the northern side of Duplex Road with existing and planned greenway trails on the southern side of

Duplex Road, a design change is needed. This design change will provide for this desired connectivity by providing the necessary changes in design plans and the currently approved environmental document. The result will be design plans for an additional stand alone box culvert in the approximate location of Aeonon Creek that will accommodate non-motorized travel and pedestrians as well as provide an overflow drainage way during a major rain event. The following items are required to accommodate the design for the additional stand alone box culvert:

- Revisions to the following sheets: Right of Way, Cross-Section, Layout, Detail, Profile, and Culver Cross-Section
- Revision to the approved Categorical Exclusion NEPA document

These activities will take approximately 4 to 6 weeks to complete from notice to proceed.

## **RIGHT OF WAY ACQUISITION**

All elements of the Right of Way Acquisition will be performed in a manner consistent with requirements of the Code of Federal Regulations 49 CFR Part 24, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally – Assisted Programs” (Uniform Act) and in compliance with TDOT’s Right-of-Way Procedures Manual. All appraisal companies and attorneys to be utilized are prequalified by TDOT to provide these services. The Right of Way acquisition effort will apply to the following:

- 189 total tracts
- 6 commercial tracts and 179 residential and/or agricultural tracts
- Relocation services for 4 residential tracts

A detailed description of the scope of services for all 189 tracts follows. These activities will take approximately 12 months to complete from notice to proceed.

**Project Management: Consultant** shall provide project management services for all functions, tasks and activities associated with Right-of-Way Acquisition. The **Consultant** shall plan, schedule, coordinate and manage the real property functions and tasks required in cooperation with the **City** and with the TDOT Regional Right-of-Way Coordinator in a manner to meet the **City’s** overall project schedules, and to achieve completion of functions and tasks based on project timelines. The **Consultant** shall execute the work and work products in a manner to satisfy all requirements of the Uniform Act and TDOT requirements; will verify that all persons working on this effort meet appropriate level of qualifications and experience for the work assigned; and will verify that persons have required licenses (completed, approved, and in good standing) for the work assigned. The **Consultant** shall be responsible for creating accurate and timely electronic records and shall provide information, reporting, and assistance to the **City** on issues related to but not limited to complex negotiations, program scheduling and budgeting. The **Consultant** shall meet on a regular basis with the **City** for progress updates, resolution discussion, direction and planning purposes and will schedule meetings with the TDOT Regional Right-of-Way Coordinator in accordance with *TDOT’s Local Government Guidelines for the Management of Federal and State Funded Transportation Projects*.

**Real Property Appraisal Services: Consultant** will send notifications to advise property owners of the intent to appraise and to provide the opportunity for the property owner to accompany the appraiser during the property inspection, as required by the Uniform Act. Appraisals will be performed in compliance with

the Tennessee Department of Transportation (TDOT) guidelines, the Uniform Act, Tennessee Eminent Domain Law and the Uniform Standards of Professional Appraisal Practice (USPAP).

Individuals performing appraisals will be appropriately licensed, in good standing with the Tennessee Real Estate Appraisal Commission, meet the competency provision of USPAP, and be pre-approved by TDOT. Review appraisers must be similarly licensed and possess a licensing status within the scope of the review appraisal assignment.

**Appraisal Review Services:** The Uniform Act requires that a qualified review appraiser examine the real property appraisal to ensure that it meets the appraisal requirements established by the Uniform Act, the Uniform Standards of Professional Appraisal Practice (USPAP), and the Tennessee Eminent Domain Law. The review appraiser delivers a report on each property and identifies each appraisal report as one of the following:

- Recommended as the basis for the establishment of the amount believed to be just compensation;
- Accepted (meets all of the requirements but is not selected as recommended or approved);  
or
- Not accepted.

Review appraisers must be licensed and possess a licensing status within the scope of the review appraisal assignment similar to that outlined above for appraisers.

The appraisal and review appraisal will be approved and used to recommend just compensation for the basis of the offer amount to the property owner.

**Acquisition Negotiation Services: Consultant** is responsible for becoming familiar with the real estate appraisal report, inspecting the subject property and the comparable sales, and preparing the offer package that includes but is not limited to the following: Agreement for Purchase, Deed(s), Offer Letter, Parcel Diary (record of negotiations), and Appraisal Summary Statement. When the offer documents are complete, the **Consultant** will submit them for review by the **City**.

Once approved, the **Consultant** will present the written offer to the property owner. Every effort will be made to acquire the property through negotiation. If negotiations with a property owner have been unsuccessful, the **Consultant** may recommend institution of condemnation activities to the **City**.

**Consultant** will provide a means for data collection and organization, production of notices, status reporting, and tracking of activities conducted throughout the acquisition process. Any real estate staff and contracted consultants having contact with property owners or their representatives, as part of the acquisition process, will be required to document their contacts in diary form. The diaries are to be retained within the parcel file for the Project's permanent record and submitted to **Consultant** for tracking purposes.

Negotiations will be initiated by the presentation of the offer to the property owner. The following activities must precede the negotiation:

- Appraisers will complete appraisals assignments;
- Review appraisers will review the appraisals;
- Review appraisers will recommend a just compensation amount;

- The **City** will approve the amount of just compensation.

Specific dates for initiating negotiations will vary depending upon the priorities for acquiring specific parcels in the construction schedule. For parcels requiring relocation or displacement, **Consultant** will not begin the negotiation process until adequate relocation planning has occurred.

In acquiring property **Consultant** will make an attempt to do the following:

- Make all reasonable efforts to personally contact each property owner or the designated representative;
- Explain the acquisition process and make all information on the Project available, including design details;
- Present the written offer and summary statement of just compensation based on the approved appraised value;
- Give the property owner a reasonable amount of time to consider the offer;
- Attempt to obtain a signed disclaimer from the property owner for tenant-owned improvements
- Maintain adequate record of each negotiation session. The record will be completed within a reasonable time after each contact with the property owner or designated representative. The information recorded for each contact should include, but is not limited to, the date and place of contact, parties of interest contacted, offers made, reasons settlement could not be reached, counter offers, and any other pertinent data. This report will be signed and dated by the negotiator and kept in the property file.
- Assemble the above records (paper and electronic) into file form to be retained by **Consultant**.

**Relocation Planning:** In accordance with the Uniform Act, **Consultant** will conduct relocation surveys prior to the initiation of negotiations. The information collected during the surveys will assist in the planning of residential relocations. The information will also be used to verify cost estimates for relocation activities. A significant number of residential relocations for the Project are not expected.

**Consultant** will provide Relocation Agents who will give advisory assistance to the occupants of a property to be acquired, which includes an explanation of relocation services and eligibility for relocation assistance payments, assistance in completing the claim forms for payment of benefits, and assistance in filing an appeal, if necessary. He/she will coordinate and personally meet with the occupants, conducting detailed interviews to determine relocation needs and preferences.

The purpose of relocation planning is to ensure that the needs of displaced individuals are recognized and solutions are developed prior to initiating any right-of-way activities. **Consultant** provides management with information on relocation issues that affect the project delivery schedule and an estimate of resources necessary to deliver the right-of-way certification.

**Consultant** will prepare a Relocation Plan for up to four (4) residential properties, which will include, at a minimum, the following:

- Information such as owner/tenant status, estimated value and rental rates of properties to be acquired, family characteristics, and special consideration of the impacts on minorities, elderly, large families and persons with disabilities.
- A description of relocation advisory services that will be provided.

- A statement on how relocation will occur in a manner that minimizes the hardships on the displacees, the eligibility requirements for relocation benefits, and the process for filing payment claims and appeals.

To the greatest extent possible, **Consultant** will obtain required information for the Relocation Plan by personal contact with each household to be displaced.

**Relocation Advisory Services:** **Consultant** will provide advisory services to the residential households being displaced, pursuant to the requirements of the Uniform Act, as follows:

- All occupants will be provided with an informational brochure explaining their rights and benefits as a displaced person and the **Consultant** will explain the relocation program to all occupants.
- Upon a written offer and initiation of negotiations with the property owner, the **City** will promptly notify all occupants in writing of their eligibility for applicable relocation assistance.
- **Consultant** will conduct a market search for comparable replacement dwellings for each residential occupant, and shall make a housing supplement determination using up to three (3) available comparables and selecting one (1). The **Consultant** will assure comparable replacement housing is available at the time of computation, notification of benefit, and displacement.
- **Consultant** will inform the displaced person that he/she will not be required to move without at least 90 days advance written notice.
- The replacement dwelling will be inspected by the **Consultant** to insure it meets decent, safe, and sanitary standards based on local housing codes.
- Throughout the relocation effort, **Consultant** will collect current information on the availability of rental units and rental costs of comparable relocation sites. It will do this through a systematic review of all advertised vacancies, direct appeals through agents, brokers, and the news media for vacancy listings.
- **Consultant** will offer to provide transportation for displaced persons to inspect potential relocation housing or business locations if they are unable to do so on their own.
- The **Consultant** will assist in filing payment claims and other necessary assistance to help the displaced person successfully relocate.

It should be noted that for displacees, the **Consultant** will inform the displaced person that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and payments, unless it would result in exceptional and extremely unusual hardship to a qualifying spouse, parent or child, as required in the Uniform Act.

### **Relocation Documentation Requirements**

The **Consultant** will maintain all forms, records and materials in the individual relocation file. The original documents will be submitted to the **City** for approval and payment of claims.

For each displaced person affected, the following documents must be included in the folders:

- All notices with certified mail attachments
- Relocation Agent's Diary
- Certification of legal residence in the United States

- Written Offer Letter to the Property Owner (showing actual date of initiation of negotiations)
- Copies of notices with acknowledgment of receipt (General Information, Notice Informational Brochure, 90 Day Notice to Vacate, 30 Day Notice to Vacate if appropriate, Notice of Eligibility for Benefits)
- All relocation payment determinations
- Fully executed relocation payment claims with back up documentation
- Acknowledgment of receipt of relocation payments
- Any correspondence concerning the displaced person affected

**Consultant** will perform and document a quality assurance review on all relocation files to assure that all documentation required to relocate each displaced person is prepared in accordance with the Uniform Act.

**Title and Escrow Services:** **Consultant** will utilize title companies to provide title services including issuing preliminary title reports and underlying vesting and encumbrance documents, issuing policies of title insurance, and providing escrow services. As parcels are identified as being impacted by the Project, title reports may be ordered.

Preliminary reports provide ownership information, five-year sales history, legal description for the property, and information on existing encumbrances including easements. A summary of each original and updated preliminary report will be prepared and kept on file with **Consultant**. If it is an updated report, the summary notes any changes since the last preliminary report was issued.

A parcel file will be established for each parcel.

**Consultant** will utilize the services of title companies to provide escrow services and policies of title insurance. Escrow will be used when the **City** acquires property through negotiation or intends to purchase a policy of title insurance. Escrow records will be maintained on a project by project basis with individual parcel records. Full audits will be conducted on a file by file basis to ensure proper handling of escrow funds, accounts, recording, and compliance with applicable laws governing such funds.

**Title Insurance:** **Consultant** will obtain a policy of title insurance on behalf of the **City** for all fee simple acquisitions excepting acquisitions that consist solely of small sized and short-term temporary easements, including property acquired through negotiation as well as property acquired through condemnation.

**Closing Services:** **Consultant** will provide closing documents and easement descriptions on TDOT prescribed forms when preferred, in order to file parcel easements with the Register of Deeds. **Consultant** will also administer and see to the proper closing of all property acquisitions for the Project.

**Certification:** At the completion of the Right-of-Way Acquisition phase of the project, the **Consultant** will assist the **City** in verifying to TDOT that all right-of-way was acquired in accordance with the Uniform Act and will provide all associated files to TDOT upon request for review and certification.

## **SERVICES NOT INCLUDED**

The following services are not included as part of this contract addendum:

- Legal services on behalf of the **City**

- Utility relocation consulting and design services related to the project

### **ADDITIONAL SERVICES**

The following services are not included in this contract addendum but could potentially be required as part of the Right-of-Way Acquisition phase of the project. These services, if required, would be performed on an hourly rate basis upon authorization by the **City**. Hourly rates will be provided prior to authorization to proceed with additional services.

- Condemnation proceedings assistance
- Expert witnesses

This is **EXHIBIT B**, referred to in and part of the **Addendum No. 1 to Professional Services Agreement**.

**Payments to Consultant**

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*Consultant will be compensated on a lump sum basis in accordance with the following schedule of professional services fees. Any permit application fees or other similar project costs will be paid directly by the City and are separate from the professional services fees. If needed, additional services such as condemnation assistance, expert witnesses, etc. will be performed on an hourly rate basis. Hourly rates will be provided prior to authorization to proceed with additional services.*

<b><u>SERVICE</u></b>	<b><u>Cost</u></b>
<b>FIELD SURVEY</b>	
Field Work	\$26,300.00
Right-of-Way Staking	\$49,600.00
Updated Property Owner/Deed Search	\$18,700.00
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<b>SUBTOTAL</b>	<b>\$94,600.00</b>
<b>BOX CULVERT DESIGN AND NEPA DOCUMENT REVISIONS</b>	
Plans Revisions	\$18,500.00
NEPA Categorical Exclusion Revision	\$7,100.00
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<b>SUBTOTAL</b>	<b>\$25,600.00</b>
<b>RIGHT OF WAY ACQUISITION ASSISTANCE</b>	
Appraisal, Acquisition, Relocation Assistance	\$729,500.00
Review Appraisal	\$98,500.00
Title Services	\$189,000.00
Legal Descriptions	\$88,000.00
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<b>SUBTOTAL</b>	<b>\$1,105,000.00</b>
<b>TOTAL</b>	<b>\$1,225,200.00</b>

Zimbra

agoad@springhilltn.org

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**Duplex Road Right of Way Acquisition Services**


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**From :** Bradley F. Thompson  
<thompsonbf@cdmsmith.com>

Tue, Jul 10, 2012 02:49 PM

**Subject :** Duplex Road Right of Way Acquisition Services

**To :** 'Michael Dinwiddie'  
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All,

As requested by Alderman Mitchell at last night's BOMA Work Session, I am providing a breakdown of the costs associated with the Right of Way Acquisition Assistance Task (Task 3 in the contract). If you need additional information feel free to contact me. Thank you all again for the opportunity to work with the City on such an important milestone project!

Total Cost for Task 3: Right of Way Acquisition Assistance = **\$1,105,000**

Real Property Appraisal Services	\$441,500
Acquisition Negotiation Services	\$192,000
Relocation Planning, Advisory, and Documentation Services	\$96,000
Review Appraisal	\$98,500
Title Services	\$189,000
Legal Descriptions	<u>\$88,000</u>
<b>TOTAL</b>	<b>\$1,105,000</b>

**Brad Thompson, AICP**