

RESOLUTION 16-121

A RESOLUTION TO APPROVE ADDENDUM NO. 4, OF THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC. FOR FIELD SURVEYING, RIGHT OF WAY EXHIBIT DRAWINGS, LEGAL DESCRIPTION UPDATES, RIGHT OF WAY APPRAISALS, RIGHT OF WAY ACQUISITIONS, AND RIGHT OF WAY APPRAISAL REVIEWS 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); and

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

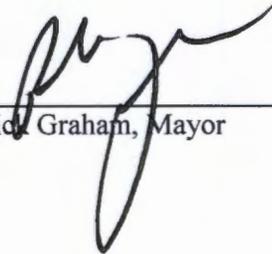
WHEREAS, the scope of the Addendum 4, (See attached documentation), is attached to this resolution and consists of right of way acquisition assistance; and

WHEREAS, the fee schedule below is as stated in agreement as "Addendum 4":

<u>SERVICE</u>	<u>Cost</u>
<u>Right of Way Plan Revisions:</u>	
Two (2) right of way plan revisions	
Sub Total	\$41,000.00
<u>Transition to TDOT Responsibility for Construction Phase</u>	
Construction plans field review; erosion prevention and sediment control plans; environmental boundary report; drainage standard changes; maintenance of traffic plans; retaining wall plans; and asbestos survey for structure removals	
Sub Total	\$94,700.00
<u>Right of Way Management and Services</u>	
Survey, Negotiations, Appraisals, and Review Appraisal	
Sub Total	\$248,000.00
Total Addendum No. 4 services	\$383,700.00
Original Contracted Amount	\$1,587,627.00
Contract Including Addendum No. 3	\$3,119,156.92
Total Contract Including Addendum No. 4	<u>\$3,502,856.92</u>

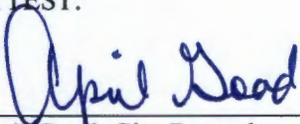
NOW, THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen approve the cost of Addendum 4, (See Attached Documentation) in the amount of \$383,700.00. Amounts for any additional phase of services shall be brought before the Board of Mayor and Aldermen for approval and ratification of negotiated amounts at future public meetings.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 19th day of September, 2016.



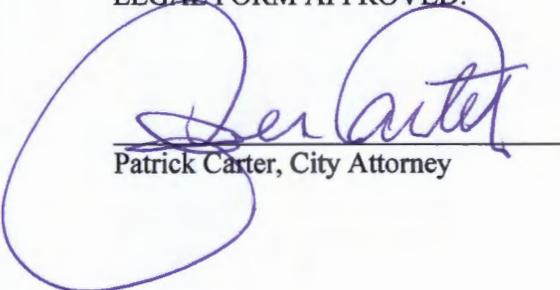
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

SUBJECT: CDM Smith, Inc. Contract
Addendum #4

DATE: September 1, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Missy Stahl, Project Manager



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a request from CDM Smith, Inc. to increase their contracted amount with the City for services provided for the widening of Duplex Road TDOT project with an Addendum #4.

Background:

The City entered into a contract with CDM Smith, Inc. (formerly Wilbur Smith Associates) in 2009 to provide engineering and design services related to the TDOT project of widening and improvements of Duplex Road. This addendum request is a result of two (2) right of way plan changes, costs to transition to TDOT the responsibility for the construction phase and additional surveys, appraisals and appraisal reviews that have occurred due to plan changes and ownership changes. CDM Smith, Inc. has submitted an Addendum #4 in the amount of \$383,700.00 for approval by BOMA.

Staff Recommendation:

Staff recommends approval of the request.



210 25th Avenue North, Suite 1102
Nashville, TN 37203
tel: 615 320-3161

August 5, 2016

Mr. Victor Lay, City Administrator
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Subject: STP-M-247(9) 60PLM-F2-019
SR 247 Duplex Road
From SR 6 to West of I-65
Maury and Williamson Counties

Dear Mr. Lay:

We are pleased to submit this scope and estimate for work on the above referenced project. This project is currently anticipated to be included within the February 2017 letting and construction costs will be covered by TDOT. The change to TDOT funding for construction has required additional coordination with TDOT and additional details within the plans as outlined below. CDM Smith has also revised the Right of Way Plans two times, with an additional revision required, due to property negotiations. In addition, CDM Smith's Right of Way Management Services have extended over 30 months, which is 18 months longer than originally estimated within the scope of services. The costs for the additional work associated these tasks are listed below in detail.

Tasks	Fees
Right of Way Plans Revisions	\$41,000
Transition to TDOT Responsibility for Construction Phase	\$94,700
Right of Way Management and Services	\$248,000
Total Supplement 4	\$383,700

Right of Way Plans Revisions

CDM Smith has also performed two right of way plans revisions due to adjustments made for property acquisition. During the Right-of-Way negotiation process, the revisions required including the following items:

- o Legal Description and Plans Revisions for slope easement terminology: The Right-of-Way Plans and Legal Descriptions were originally completed based on TDOT's standard format



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and language for the acquisition of slope easements as Temporary. During the Right-of-Way Acquisition, the City requested, with TDOT concurrence, that the slope easements be noted in the Legal Descriptions as Permanent, requiring a revision of 199 documents. After the documents were reissued, TDOT reconsidered the wording and required that the easements be purchased as temporary, with the plans and documents referring to the easements as "slope easement". As a result, the 199 Legal Description documents and the Right of Way plans had to be revised to remove any reference to "permanent" or "temporary".

- Revise plans to minimize impacts to subdivision signs/walls: During the ROW negotiation process, the City requested that we revise the plans to minimize or avoid impacts to the existing subdivision signs and brick/stone walls due to requests from the property owners. The revision included revising proposed drainage structures and pipes, proposed sidewalks, and slope limits where possible to avoid the existing signs.
- Revisions to School Street and Locke Road (Tracts 23 and 25): After the original field survey, a second wrap-around driveway was added off School Street on Tract 23 for a new business. The City directed CDM Smith to revise the plans to include minimizing impacts on Tract 23 along both Duplex Road and School Street, and to add the second driveway connection into the proposed plans. Additionally, the City requested that CDM Smith consider adding additional driveway access onto Tract 25 if possible to preserve the existing parking as much as possible and ensure there were no impacts to the existing steps. To achieve these changes, the following design revisions were made:
 - Revise profile of School Street by raising the grade and reducing the design speed.
 - Updated cross-sections for School Street based on new profile.
 - Updated Duplex cross-sections to reduce slope impacts on Tract 23.
 - Revised earthwork calculations based on new cross-sections
 - Revised proposed closed drainage system on School Street based on new profile. Revised proposed drainage tabs.
 - Added new driveway on Tract 23
 - Added new driveway on Tract 25, revised existing driveway based on new profile of School Street
- Revisions to Tracts 40 and 41: The property owner for Tracts 40 and 41 requested that the access off Locke Road onto his properties remain as close to the current grade as possible. To achieve this, the profile of Locke Road was adjusted using a lower design speed, bringing



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the proposed grades closer to the existing ground. Additionally, the typical section was modified from a shoulder section with ditch (matching the existing typical) to a curb and gutter section on the right side, adjacent with Tract 40. The access from Locke Road to Tract 41 was modified to remain at grade. A new driveway from Locke Road to Tract 40 was added. The following design revisions were included:

- Revised profile of Locke Road by raising the grade and reducing the design speed.
- Updated cross-sections for School Street based on new profile
- Revised proposed ditch layout and proposed closed drainage system on Locke Road based on new profile and the addition of curb and gutter.
- Added new driveway on Tract 40
- Updated proposed plan view based on new configuration of curb and gutter

Transition to TDOT Responsibility for Construction Phase

The City of Spring Hill and TDOT formalized an agreement whereby the City would complete the design, plans preparation and right-of-way acquisition with TDOT then accepting responsibility for bid letting and construction of the project. As the contract scope of services assumed that the City of Spring Hill, rather than TDOT, would have construction responsibility, the CDM Smith scope of services requires some modification. These are noted in the following paragraphs:

- **Construction Plans Field Review:** TDOT requires a Construction Field Review of the plans prior to giving final approval of the construction documents. This task will include coordination with the TDOT design manager, attending and facilitating a Construction Field Review meeting, and preparation of the meeting report.
- **Erosion Prevention and Sediment Control Plans (EPSC):** The original scope for the EPSC Plans and Stormwater Pollution Prevention Plan (SWPPP) requirements was developed in 2009. In 2010, TDEC issued an updated NPDES permit that contains additional requirements that were not included in the previous permit. This includes additional construction phases in the EPSC Plan's Scope. Additionally, the original project scope was developed with the intention that Spring Hill would be acquiring the Permits and SWPPP. As we understand, TDOT will now be the government agency acquiring these as they are letting the project and managing the construction, thereby increasing the coordination required and time required to complete the EPSC Plans and Permit Sketches for this project.
- **TDOT Environmental Boundary Report:** As part of their requirements for environmental permitting, TDOT has provided an Environmental Boundary Report



that identifies several wetlands that CDM Smith will need to field survey, add to the design plans, and provide associated permit sketches. This proposal assumes that TDOT will be responsible for marking any wetland boundaries in the field. Additional coordination between CDM Smith's geotechnical engineer to investigate recently developed depressions along an existing ditch that TDOT's environmental division has noted as a potential sinkhole.

- TDOT Drainage standard changes – TDOT requires that storm sewer catch basins be designed for standard circular structures rather than square structures (as the cost to precast circular structures has now become more cost effective). The exception would be locations where ROW or utilities restrict the size of the structure. Depending on the type of the catch basin and size of pipes, this can result in a deeper minimum depth. The current structures designed on the project will need to be evaluated and modified as necessary to allow for the use of circular structures where feasible.
- Maintenance of Traffic Plans – The Maintenance of Traffic plans will have to be revised to meet current TDOT requirements. This includes a more comprehensive phasing and traffic management plan than was originally scoped.
- Retaining Wall Plans Requirements – TDOT-managed projects are required to include in the Final Construction Plans a more detailed retaining wall layout plan, including additional design and geotechnical recommendation information. The original scope included providing a plan and profile of the retaining walls, along with general wall notes that refer to the Geotechnical Report. In addition to this information, TDOT requires that the Geotechnical boring logs and detailed recommendations be duplicated from the Geotechnical Report, and typical sections of all allowable wall types be included in the plans. The construction plans will be updated to reflect their current requirements.

Note: This supplement request assumes that the structural design of the retaining walls will be the responsibility of the contractor, as originally scoped. The design of retaining walls is not currently included in our contract; however, should TDOT require the inclusion of the design into the plans the additional services can be added at that time.

- TDOT Construction Requires that an asbestos survey be conducted for any structural removals. CDM Smith has identified KS Ware to perform these services. The quote included as **Exhibit A** in this proposal outlines the scope of services for this Asbestos Survey.

Note: Additional abatement plan may be required, but is not included in this



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estimate, due to the inability to accurately estimate the costs for these services prior to the asbestos survey.

Right of Way Management and Services (Survey, Negotiations, Appraisals, Appraisal Reviews)

This supplement request includes work required to complete the right of way-acquisition-services for the November 30, 2016 Right-of-Way turn in date. It is our understanding that the City intends to make all efforts to negotiate and close on the properties, but will proceed to the condemnation process by September 30, 2016 for any remaining tracts. The following tasks include the additional items associated with completing the Right of Way acquisition:

- CDM Smith Right of Way Management Services have extended 18 months beyond the original 12 months outlined within the original scope of services, with another four months remaining. This task included the includes TDOT Coordination, Sub consultant Coordination, Bi-weekly meetings held at Spring Hill City Hall, and project management.
- Randy Button and Associates identified additional tasks required for Updated Appraisals, Tracts needing additional services, Increased Appraisal and Negotiation Scope, and Anticipated Future Needs. The task details of this scope are included as **Exhibit B**.
- Pipkin and Associates identified additional tasks required for Real Property Appraisal services. The task details of this scope are included as **Exhibit C**.

Total Contract Value

During the development of this supplement it was realized that Supplement 2, dated February 25, 2013, was not included in the overall contract value. The listing below corrects the contract value for this error (Depicted as Corrected).

- Original Contract value: \$1,587,627.00
- Addendum 1 July 16, 2012: \$1,225,200.00
 - Contract Total shown as \$2,812,827.00
- Addendum 2 February 25, 2013: \$15,000
 - Contract Total shown as \$2,827,827.00
- Addendum 2 May 18, 2015: \$92,092.83





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- Contract Total (Corrected) \$2,919,919.83 * Addendum 2 not included in total contract amount
- Addendum 3 March 21, 2016: \$214,237.09
 - Contract Total (Corrected) \$3,134,156.92
- Addendum 4 August 5, 2016: \$ \$383,700
 - Contract Total \$3,512,856.92

CDM Smith appreciates the opportunity to continue to support the design and future construction of Duplex Road and provide these design services to the City of Spring Hill. If you have any questions about this proposal, please do not hesitate to contact us.

Sincerely,

Brandie C. Cookston

Brandie C. Cookston, PE
Project Manager
CDM Smith Inc.

Zack A. Daniel

Zack Daniel, PE
Client Service Leader/Associate
CDM Smith Inc.

cc: Missy Stahl
Mike Montgomery





54 Lindsley Avenue
Nashville, Tennessee 37210
Phone: 615-255-9702

August 4, 2016

Ms. Brandi Cookston
CDM Smith
651 East 4th Street
Suite 100
Chattanooga, TN 37403

Subject: Asbestos and Regulated Materials Survey Services
Project: Spring Hill Duplex Road Structure Removal
Spring Hill, Tennessee
Termini: Duplex Road from SR-6 (Main Street) to 0.11 Miles West of I-65

Dear Ms. Cookston:

We have prepared this proposal to provide Asbestos and Regulated Materials Survey Services on the above referenced construction project. Our understanding of the project is based on information provided to Mr. Kollan Spradlin of K.S. Ware and Associates, LLC (KSWA) via e-mail and telephone conversation from CDM Smith Project Manager, Ms. Brandie Cookston. This proposal outlines our proposed budget and scope of services. This project is anticipated to begin immediately upon receipt of written authorization to proceed.

The Duplex Road project requires the removal of various residential structures and associated outbuildings on four properties. According to conversations between Mr. Spradlin and Ms. Cookston, the structures located on Tracts 12, 30, 31, and 34 as identified by the Right-of-Way acquisition plans, will require pre-demolition surveys of asbestos containing materials (ACM) and regulated materials.

SCOPE OF SERVICES

To complete the Asbestos and Regulated Materials Survey Services on the Spring Hill Duplex Road Removal project, KSWA proposes to complete the following scope of services:

- Conduct an Activity Hazard Analysis (AHA) for field activities and develop appropriate safety plan and project execution plan.
- Visually assess the structures on Tracts 12, 30, 31, and 34 for suspect asbestos-containing and regulated materials.
- Collect and submit up to a maximum of 425 samples of suspect ACM for PLM bulk analysis.
- Samples will be submitted to EMSL Analytical, Inc. laboratory for analysis with a 72 hour analytical results turnaround time. EMSL Analytical, Inc. laboratory has received accreditation from the National Institute of Standards and Technology (NIST), No. 102104-0, under the National Voluntary Laboratory Accreditation Program.
- KSWA will inventory household chemicals, fluorescent tube lights, potential PCB containing ballasts, and other regulated materials that may require special disposal considerations.
- Prepare four reports (one per tract) documenting KSWA's activities and the analytical results upon completion of the asbestos and regulated materials survey activities.
- Include sketches (not to scale) of the floor plans of the main structures on each tract with locations of known ACM.

Project services do not include an evaluation of the site for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, or groundwater on, or below, or around this site. Other than as explicitly stated and defined above, our scope of services does not include any other assessment of or for hazardous materials.

SCHEDULE

We generally can begin field activities within two weeks of written authorization. Field activities should be completed in about three days. Samples will be shipped to a NVLAP accredited laboratory for PLM bulk analysis. A report detailing our findings will be submitted to CDM Smith within three to four weeks after completion of field activities for each tract.

ASSUMPTIONS AND LIMITATIONS

Our proposed scope and fee are based on the following additional assumptions and limitations:

- KSWA will be provided with unimpeded access to each building.
- Destructive sampling techniques can be used.
- The City of Spring Hill will obtain ownership of the structures before field activities are conducted.
- All structures will be unoccupied, and will not be reoccupied following field activities.
- All buildings will be structurally sound and safe to enter.
- All utilities will be disconnected prior to field activities.
- We have not included any costs that might be incurred for lane closure, maintenance of traffic, or lift equipment to aid in sampling events.
- We assume that all roofs will be accessed only by extension ladder.
- KSWA assumes that flashing on roofs will not be sampled. Any flashing assumed to be ACM will be removed by the contractor using wet demolition methods.
- Project services do not include an evaluation of the site for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air, on, or below or around this site. Other than as explicitly stated and defined above, our scope of services does not include any other assessment of or for hazardous materials.
- Project services do not include any abatement or removal costs associated with conditions or materials discovered during ACM and regulated materials survey activities. After completion and submission of the tract survey reports, and at the request of the client, KSWA may prepare and submit an additional proposal to oversee and report on ACM and regulated materials abatement activities.
- KSWA's fees include three assumed trips to conduct the field activities for all four tracts collectively. If CDM Smith desires a proposal for fewer tracts, KSWA can submit a separate proposal.

Proposal - Asbestos and Regulated Materials Survey Services
Duplex Road Structure Removal
Spring Hill, Tennessee
Termini: From SR-6 (Main Street) to 0.11 Miles West of I-65
Tracts 12, 30, 31, and 34



FEE AND BILLING INFORMATION

We propose the following lump sum fees for the specified tracts. The project fee will be invoiced monthly as a percentage complete. This fee will not be exceeded without a change in scope of services and prior authorization by the client. Our fee covers the activity required to present our findings in report form.

Tract 12:	\$5,050.00
Tract 30:	\$4,975.00
Tract 31:	\$5,650.00
Tract 34:	\$5,425.00
Total:	\$21,100.00

PROPOSAL ACCEPTANCE

To authorize our services, please sign the attached PAS and return the signed proposal to our office. The proposal is valid for 60 days. Special invoicing instructions or other requirements may be listed on the Proposal Acceptance Sheet.

Thank you for the opportunity to provide these environmental services for your project. We are looking forward to working with you. Please contact us if you have any questions about this request.

Sincerely,

K. S. Ware and Associates, LLC

A handwritten signature in blue ink that reads "Kollan Spradlin".

Kollan Spradlin, PE
Project Engineer

A handwritten signature in blue ink that reads "Gregory W. Brubaker".

Gregory W. Brubaker, PE
Principal

Attachments: Proposal Acceptance Sheet
Copies: Addressee (1+pdf), File (1)

of the work, and compliance with all Client requirements and OSHA regulations. It is agreed that KSWA is not responsible for job site safety or security, and that KSWA does not have the duty or right to supervise or stop the work of the contractor.

Unforeseen Conditions or Occurrences: It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing KSWA's services. KSWA will promptly notify and consult with Client should this occur, but will act based on KSWA's sole judgment where risk to KSWA personnel is involved.

Sample Disposal: Test samples or specimens generally are consumed during testing or substantially altered, and any remnants are disposed of immediately upon completion of tests. Remaining drilling samples and other specimens are disposed of 30 days after submission of KSWA's report. At Client's written request, KSWA will retain preservable test specimens or remnants thereof, after submission of our report.

Client Disclosure: Client agrees to advise KSWA upon execution of this agreement of any hazardous substance or any condition, known or suspected, or that should be known, existing in, on, or near the site that presents a potential danger to human health, the environment or KSWA's equipment. Client agrees to provide continuing related information to KSWA as it becomes available to the Client.

Documents: KSWA will retain ownership of all documents.

Claims: The parties agree to attempt to resolve any dispute and instruments of service without resorting to litigation, including the use of mediation, prior to the filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees. For the purposes of this provision, the claimant prevails only if it recovers 50% or more of the amount initially sought.

Testimony: Should KSWA or any KSWA employees be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and KSWA is not party to the dispute, then KSWA will be compensated by Client for the associated reasonable expenses and labor for KSWA's preparation and testimony at appropriate unit rates.

Confidentiality: KSWA will maintain as confidential any documents or information provided by the Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of the court or regulatory body of competent jurisdiction.

Governing Law: This agreement shall be covered in all respects by the laws of the state of Tennessee.

Survival: All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and KSWA shall survive the completion of the services and the termination of this Agreement.

Severability: In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

Priority Over Form Agreements/Purchase Orders: The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client to KSWA as a matter of convenience to the Parties without altering any of the terms or provisions hereof.

Terms and Conditions Acceptance

The terms and conditions of this Proposal, including the terms and conditions on this and the reverse side:

Accepted this _____ day of, _____ 2016

Print or type individual, firm or corporate entity name

Signature of authorized representative

Print or type name of authorized representative and title

Randy Button & Associates, Inc.

Real Estate Appraisers & Consultants

August 3rd, 2016

Brandie C. Cookston, PE, CPESC, CPSWQ
Project Manager
CDM Smith
210 25th Avenue North, Suite 1102
Nashville, TN 37203

Re: ROW Appraisal & Acquisition 3rd Supplemental Budget Request
Spring Hill - Duplex Road Project

Dear Ms. Cookston:

As requested, I have prepared the following fee estimate for additional work associated with the Spring Hill – Duplex Road project that exceeds the original scope and the first two supplemental request.

My additional fee proposal is as follows:

Appraisal Services	=	\$ 41,500.00
Negotiation Services	=	27,200.00
Miscellaneous	=	<u>0.00</u>
Total for Additional Tracts	=	\$ 68,700.00

Enclosed with this Letter of Proposal for Supplement 3 is supporting documentation with a summary of proposed fees for our services inclusive of this proposal.

Thanks for the opportunity to provide this service and don't hesitate to contact me if further information is needed.

Respectively Submitted,

Randy Button



Randy Button, MAI, SRA, AI-GRS
State Certified General Real Estate Appraiser CG-3

SUPPORT DOCUMENT FOR SUPPLEMENT 3

Updated Appraisals

The budget for updated appraisals included in Supplements 1 & 2 was for a total of \$27,700. These supplements anticipated 25 plan revisions or new property owners. To date, there have been 34 appraisals updated for plan revisions or new property owners at a total cost of \$36,750. This represents a budget increase of \$9,050 which is needed to cover the work already completed in updating appraisal reports. Below is a breakdown of the work that has been completed:

Tract	Amount	Reason	Date
20	\$ 750	Plan Revision	7/8/2016
30	\$ 1,250	Plan Revision	2/3/2016
31	\$ 1,250	Plan Revision	2/3/2016
40	\$ 900	Plan Revision	6/6/2016
51	\$ 750	Plan Revision	6/6/2016
80	\$ 1,100	New Owner	5/3/2016
105	\$ 1,100	New Owner	5/3/2016
110	\$ 1,100	Plan Revision	3/7/2016
113	\$ 750	Requested Revision	7/8/2016
136	\$ 1,100	New Owner	5/3/2016
137	\$ 1,500	Plan Revision	6/6/2016
157	\$ 1,050	Plan Revision	5/3/2016
160	\$ 1,050	New Owner	5/3/2016
170	\$ 1,050	New Owner	3/7/2016
171	\$ 1,050	New Owner	5/3/2016
191	\$ 1,050	Plan Revision	3/7/2015
194	\$ 1,050	Plan Revision	3/7/2015
212	\$ 1,050	New Owner	5/3/2016
220	\$ 1,050	Plan Revision	5/3/2016
221	\$ 1,400	Plan Revision	6/6/2016
223	\$ 1,400	Plan Revision	6/6/2016
225	\$ 1,400	Plan Revision	6/6/2016
226	\$ 1,050	Plan Revision	5/3/2016
228	\$ 1,050	New Owner	7/8/2016
236	\$ 1,050	New Owner	7/8/2016
237	\$ 1,050	New Owner	5/3/2016
240	\$ 1,050	Plan Revision	7/8/2016
243	\$ 1,050	Plan Revision	3/7/2016
243	\$ 1,050	Plan Revision	7/8/2016
244	\$ 1,050	Plan Revision	3/7/2016
267	\$ 1,050	Plan Revision	5/3/2016
268	\$ 1,050	Plan Revision	3/7/2016
271	\$ 1,050	New Owner	5/3/2016
274	\$ 1,050	New Owner	5/3/2016
TOTAL	\$ 36,750		

Identified Tracts Needing Additional Services

In addition to appraisal services for updating reports that have been completed, there are an additional 21 tracts that have been identified as needing updated appraisals and/or will require additional negotiation services. These tracts and their anticipated service needs is as follows:

Tract	Appraisals Fee	Reason	Negotiation Fee
51	\$ 1,250	Plan Revision	\$ 800
55	\$ 1,000	Old Appraisal Needing Updating	
96	\$ 1,250	Found Tenant Owned Improvements	\$ 300
99	\$ 900	Found Tenant Owned Improvements	
103		Withdrew Offer / Made New Offer	\$ 800
106		Possible F2 Change	\$ 300
107		Possible F2 Change	\$ 300
108		Possible F2 Change	\$ 300
132	\$ 900	Old Appraisal Needing Updating	
152	\$ 750	Old Appraisal Needing Updating	
184	\$ 1,050	Old Appraisal Needing Updating	
187	\$ 1,050	About to change ownership	\$ 800
189	\$ 1,050	Old Appraisal Needing Updating	
221	\$ 1,400	Plan Revision	\$ 300
223	\$ 1,400	Plan Revision	
225	\$ 1,400	Plan Revision	\$ 300
249	\$ 750	Old Appraisal Needing Updating	
251	\$ 750	Old Appraisal Needing Updating	
252	\$ 1,000	Plan Revision	\$ 300
254	\$ 900	Plan Revision	\$ 300
272	\$ 1,050	New Owner	\$ 800
TOTAL	\$ 17,850		\$ 5,600

Increased Appraisal Scope

One tract originally considered a Formal Part Affected appraisal has been upgraded to a Formal appraisal in consultation with the review appraisal. This is due to the proposed right-of-way being located within the 15 linear foot setback, resulting in damages being applied to the property. This increased scope is accompanied with an increased fee of \$1,400 for this tract appraisal.

Tract	FPA Fee	Formal Fee	Fee Increase
149	\$ 2,100	\$ 3,500	\$ 1,400

Increased Negotiation Scope

The original bid for right-of-way negotiation services anticipated one property owner per tract. Following this original bid, it was determined that 15 tracts also require negotiations with Home Owners Associations (HOAs) because of HOA owned or tenant owned improvements located on these tracts requiring additional agreement signatures on the Form 30B. As this is outside of the original scope, each tract requiring a property owner signature and an HOA signature will be treated as having two individual property owners needing negotiations at the pre-determined fee of \$800 per negotiation/property owner. This increased scope results in an increased cost of \$12,000 above the original scope. The chart below lists the tracts in which tenant owned improvements have been identified and the need for additional negotiation services is anticipated:

Tracts Needing Additionl HOA Signatures	Additional Fee
96	\$ 800
98	\$ 800
102	\$ 800
104	\$ 800
106	\$ 800
107	\$ 800
108	\$ 800
109	\$ 800
110	\$ 800
141	\$ 800
149	\$ 800
154	\$ 800
205	\$ 800
267	\$ 800
268	\$ 800
TOTAL	\$ 12,000

Anticipated Future Needs

In evaluating the trends for the project, we anticipate the need for additional appraisal updates and right-of-way negotiation services on up to twelve (12) tracts. The need for anticipating these services is to increase the budget ceiling in the event these services are required. Therefore, we estimate an average appraisal fee of \$1,100 per updated appraisal and \$800 per negotiation service for up to twelve (12) tracts.

Count	Appraisal Fee	Negotiation Fee
12	\$ 13,200	\$ 9,600

SPRING HILL – DUPLEX ROAD APPRAISAL AND ACQUISITION SERVICE SUMMARY

As of August 3rd, 2016: Inclusive of the Supplement 3 Proposal

Total Budget Request

There have been four budget request including this document. They include the original budget, the approved Supplemental 1 and Supplemental 2, and the enclosed proposed Supplemental 3. The following chart illustrates these four budgeting documents by allocating fees to three key areas; (1) Appraisal Services, (2) Relocation and Negotiation Services, and (3) Miscellaneous Expenses:

Service	Original Budget	Supplement 1	Supplement 2	Supplement 3	Total
Appraisal Services	\$ 397,500	\$ 26,000	\$ 29,800	\$ 41,500	\$ 494,800
Relocations and Negotiations	\$ 168,000	\$ 10,400	\$ 4,100	\$ 27,200	\$ 209,700
Miscellaneous	\$ 1,335	\$ -	\$ -	\$ -	\$ 1,335
Total per Stage	\$ 566,835	\$ 36,400	\$ 33,900	\$ 68,700	\$ 705,835

Reconciliation for Services Provided and Fees Requested

The following chart indicates Randy Button and Associates, Inc.'s accounting of billing from the start of the project through our last invoice dated July 8th, 2016 (Invoice # RBA07082016). The chart also indicates the fee ceiling proposed through Supplement 3 as indicated cumulatively in the chart above. The column labeled "Difference" indicates the fee amount left for each service area, inclusive of the proposed Supplement 3:

Service	Billed Through July 2016	Budgeted Through Supplement 3	Difference
Appraisal Services	\$ 454,760	\$ 494,800	\$ 40,040
Relocations and Negotiations	\$ 82,150	\$ 209,700	\$ 127,550
Miscellaneous	\$ 67.17	\$ 1,335	\$ 1,267.83
Totals	\$ 536,977.17	\$ 705,835	\$ 168,857.83

PIPKIN & ASSOCIATES
Real Estate Appraisers & Consultants

August 3, 2016

Ms. Brandie C. Cookston
Project Manager
CDM Smith
210 25th Avenue North, Suite 1102
Nashville, TN 37203
cc: Zack Daniel

RE: Addendum to Professional Services Agreement
Project: Real Property Appraisal Review Services
Location: Spring Hill, TN

Dear Ms. Cookston:

At the request of Patrick Murray, I have inventoried remaining work and considered what additional work appears likely to be needed with respect to appraisal review services on the Duplex Road project in Spring Hill, Tennessee, for the purpose of a supplement to my professional service agreement with CDM Smith.

At present, my original agreement and addendum No. 1 provide for total compensation of \$121,875. The ceiling of those contracts has been reached, with a balance of \$2,000 billed in excess of the current ceiling.

Based on my count of tracts outstanding as of today, a total of 26 tracts (appraisals) remain which have neither been reviewed nor had Form 2's issued. In addition, a total of approximately 30 tracts remain which appear likely to involve some type of revision to the original appraisal which will necessitate a revised review/F-2. Revisions are billed at 50% of the original review fee.

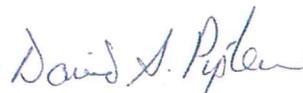
To date, I have not charged for administrative issues such as F-2 update letters, etc. which have been minimal. In that regard I would propose a contingency allowance of \$2,500 for any additional work which may become necessary subsequent to completion of the outstanding 56 tracts noted above.

Based on the above, cost to complete the appraisal reviews on the Duplex Road project is summarized below.

26 new reviews @ \$975 =	\$25,350.00
30 revisions @ \$487.50=	<u>14,625.00</u>
	\$39,975.00
Current billing in excess of ceiling	2,000.00
Administrative contingency =	<u>2,500.00</u>
	\$44,475.00

If you have any questions or need additional information, please call. I look forward to working with you. Thank you for your assistance in this matter.

Yours truly,



David S. Pipkin