

**RESOLUTION 24-38**

**A RESOLUTION TO AMEND THE JOINT DEVELOPMENT AGREEMENT  
BETWEEN SPRING HILL DEVELOPMENT HOLDINGS, LLC AND THE CITY  
OF SPRING HILL FOR SPRING HILL TOWNE CROSSING DESIGN PLANS**

**WHEREAS**, the City of Spring Hill and Spring Hill Development Holdings, LLC (the Developer for Spring Hill Towne Crossing) have committed to enter into a joint development agreement to complete the roadway infrastructure necessary for the completion of Spring Hill Towne Crossing; and

**WHEREAS**, the City previously contracted with The Corradino Group for professional services to design and develop plans for traffic signal and intersection improvements on Jim Warren Road, as detailed in the Scope of Services, Exhibit A, attached hereto; and

**WHEREAS**, Spring Hill Development Holdings, LLC previously agreed to reimburse the City for the amount of The Corradino Group's Scope of Services, for a not-to-exceed amount of \$156,042.00; and

**WHEREAS**, TDOT has requested additional redesign resulting in increased design cost of \$11,480.00; and

**WHEREAS**, the Developer will be responsible for the construction of the improvements per the approved design plans in accordance with all City, State and Federal Road standards.

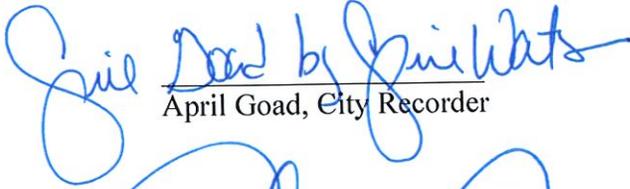
**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve an amendment to the Joint Development Agreement between the City of Spring Hill and Spring Hill Development Holdings, LLC for design plans for roadway infrastructure on Port Royal Road for the completion of Spring Hill Towne Crossing adding \$11,480.00 to the reimbursable amount from Spring Hill Development Holdings, LLC for the purposes of additional redesign.
2. Approve an amendment to the Joint Development Agreement between the City of Spring Hill and Spring Hill Development Holdings, LLC that no Certificates of Occupancy for the multi-family portion of the project shall be issued until the attached transportation improvements are completed. See attached drawing.
3. Authorize the Mayor to sign documents associated with these modifications of the Joint Development Agreement.

Passed and Adopted by the Board of Mayor and Alderman of the City of Spring Hill,  
Tennessee on the 20th day of February, 2024.

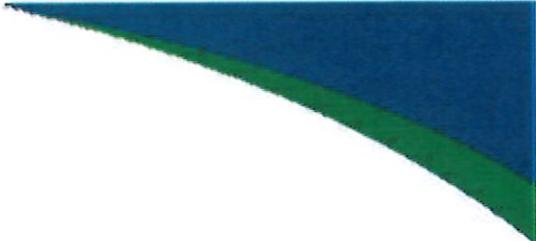
  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney



**STAFF MEMORANDUM**

TO: Board of Mayor and Alderman  
FROM: Tony Tolstedt, Assistant City Administrator  
DATE: February 16, 2024  
RE: Resolution 24-38 and 24-50: Amendment to the Joint Development agreement between the City of Spring Hill, TN and Spring Hill Development Holdings, LLC.

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**PURPOSE:**

The purpose of this memorandum is to recommend the approval of Resolution 24-38, which amends the Joint Development Agreement with Spring Hill Development Holdings LLC for the Spring Hill Towne Crossing project, addressing redesign costs and roadway infrastructure design standards.

**BACKGROUND:**

The original Development Agreement, signed on September 6, 2022, outlines the responsibilities of Spring Hill Development Holdings LLC for the construction and development of the Spring Hill Towne Crossing. The amendment comes as a result of an additional \$11,480 in redesign costs due to TDOT requests.

**FINANCIAL IMPACT:**

The ultimate financial responsibility of the \$11,480 redesign cost will be borne by the developer, aligning with the agreement to adhere to required road standards without additional expenditure from the City.

**RECOMMENDATION:**

Staff recommends that the Board of Mayor and Aldermen approve Resolution 24-38 as presented.



## **THIS AMENDING AGREEMENT dated February 20, 2024**

BETWEEN:

The City of Spring Hill

- AND -

Spring Hill Development Holdings, LLC

### **Background**

A. Spring Hill Development Holdings, LLC and the City of Spring Hill, TN (the "Parties") entered into the contract (the "Contract") dated September 6, 2022, for the purpose of completing traffic and road improvements related to the Spring Hill

B. The Parties wish to amend the Contract on the terms and conditions set forth in this Amending Agreement (the "Agreement").

C. This Agreement is the 1 amendment to the Contract.

D. References in this Agreement to the Contract are to the Contract as previously amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

### **Amendments**

1. The Contract is amended as follows:

a. The City of Spring Hill will contract to complete design plans for roadway infrastructure on Port Royal Road for the completion of Spring Hill Towne Crossing and the Developer agrees to reimburse the city an additional \$11,480.00 to the reimbursable amount from Spring Hill Development Holdings, LLC for the purposes of additional redesign.

b. No Certificates of Occupancy for the multi-family portion of the project shall be issued until the required transportation improvements are completed.

### **No Other Change**

Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

### **Miscellaneous Terms**

Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

## Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of [Insert country], without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Parties have duly affixed their signatures as of the date first given

### City of Spring Hill

X 

Signatory: Jim Hagan

Email of signatory: [jhagan@springhilltn.org](mailto:jhagan@springhilltn.org)

Timestamp: [empty signing timestamp]

**RESOLUTION 22-208**

**A RESOLUTION TO APPROVE A JOINT DEVELOPMENT AGREEMENT BETWEEN  
SPRING HILL DEVELOPMENT HOLDINGS, LLC AND THE CITY OF SPRING HILL  
FOR SPRING HILL TOWNE CROSSING DESIGN PLANS**

**WHEREAS**, the City of Spring Hill and Spring Hill Development Holdings, LLC (the Developer for Spring Hill Towne Crossing) have committed to enter in to a joint development agreement to complete the roadway infrastructure necessary for the completion of Spring Hill Towne Crossing; and

**WHEREAS**, the City will contract with The Corradino Group for professional services to design and develop plans for traffic signal and intersection improvements on Jim Warren Road, as detailed in the Scope of Services, Exhibit A, attached hereto; and

**WHEREAS**, Spring Hill Development Holdings, LLC will reimburse the City for the amount of The Corradino Group's Scope of Services, for a not-to-exceed amount of \$156,042.00; and

**WHEREAS**, the Developer will be responsible for the construction of the improvements per the approved design plans in accordance with all City, State and Federal road standards.

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

1. Approve the Joint Development Agreement between the City of Spring Hill and Spring Hill Development Holdings, LLC for design plans for roadway infrastructure on Port Royal Road for the completion of Spring Hill Towne Crossing, attached herein.
2. Authorize the Mayor to sign the Joint Development Agreement.

Passed and Adopted by the Board of Mayor and Alderman of the City of Spring Hill, Tennessee on the 6th day of September, 2022.

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

ATTEST:

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

LEGAL FORM APPROVED:

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

**SPRING HILL TOWN CROSSING JOINT DEVELOPMENT AGREEMENT BETWEEN  
SPRING HILL DEVELOPMENT HOLDINGS, LLC AND THE CITY OF SPRING  
HILL, TN**

THIS AGREEMENT, entered into this the 6 day of September, 2022, by and between SPRING HILL DEVELOPMENT HOLDINGS, LLC, the developer of Spring Hill Town Crossing, hereinafter referred to as the "Developer" and the CITY OF SPRING HILL, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as "City".

**WITNESSETH:**

**WHEREAS**, the City of Spring Hill and Spring Hill Development Holdings, LLC have committed to enter in to a joint development agreement to complete the roadway infrastructure necessary for the development of Spring Hill Town Crossing, located on Port Royal Road between SR-396 Eastbound Ramps and Relocated Jim Warren Road; and

**WHEREAS**, the City will contract with The Corradino Group ("Contractor") for professional services to design and develop plans acceptable to the City and the Developer for traffic signal and intersection modifications of Port Royal Road between SR-396 eastbound ramps and the relocated Jim Warren Road, including the relocated Jim Warren Road intersection approach to approximately Sta. 5+50 of the development plan and an adjustment to the Tennessee Department of Transportation ("TDOT") Control Access fence on the east side of Port Royal Road (collectively, the "Intersection Plans"); and

**WHEREAS**, the City and the Contractor will submit the Intersection Plans to TDOT's Right-Of-Way and the State Excess Land office for approval; and

**WHEREAS**, the City and the Contractor will foster the review and requested approval of the Intersection Plans by TDOT; and

**WHEREAS**, the City and the Contractor shall not be liable for decisions made by TDOT ROW or the State Excess Land office after the submittal of the requested modifications; and

**WHEREAS**, the Developer will reimburse the City for the costs associated with the professional services of the Contractor for a not-to-exceed amount of \$156,042.00, as detailed in Scope of Services, attached hereto as Exhibit A.

**NOW, THEREFORE**, in consideration of the mutual covenants and assurances set forth herein, the Developer and City do hereby agree as follows:

**1. Recitals**

The foregoing Recitals are incorporated into this Agreement and are made a part hereof.

**2. Scope of Work/Cost Estimate**

The City shall cause the Contractor to perform the services as described in the Scope of Services. The City shall use good faith efforts to cause the Contractor to complete the initial Intersection Plans within ninety (90) days after the initial meeting with TDOT Traffic Engineering. A complete project schedule will be coordinated between the City, the Contractor and the Developer at the initial design kick-off meeting. The City shall provide the Developer with a full set of Intersection Plans, as detailed in the Scope of Services, with the Developer performing all duties of construction per the plans. All improvements shall meet City, State and Federal road standards. The City will not modify the Scope of Services without prior written consent of the Developer. The Developer will reimburse the City for the Scope of Services in the not-to-exceed cost of \$156,042.00.

**3. Compliance with Public Chapter 775 – TCA, Title 12, Chapter 4, Part 1**

In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor can not be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

**4. Agents for City and Developer**

The agent of the City for the purposes of this Agreement is the City Administrator of Spring Hill, Tennessee, or her designee. The agent for the Developer is Mark Sakioka, or his designee.

**5. Further Assurances**

The Parties each hereby agree to execute and deliver all of the agreements and documents required to be executed and delivered by them in this Agreement and the instruments attached hereto, and to execute and deliver such additional instruments and documents and to take such additional actions as may be reasonably required from time to time in order to effectuate the transactions contemplated by this Agreement and the instruments attached hereto. Without limiting the foregoing, the City shall, and shall cause the Contractor to, support the request for TDOT's approval of the Intersection Plans, but shall not be liable for a refusal by TDOT ROW or the State Excess Land office to approve the requested modifications.

**6. Notices and Communication**

All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

Office of City Administrator of Spring Hill, Tn.  
ATTN: Pamela S. Caskie  
199 Town Center Parkway  
Spring Hill, TN 37174

With a copy to:

Patrick Carter, City Attorney  
809 South Main Street  
Columbia, TN 38401

The mailing address of the Developer for the purposes of notification requirements of this Agreement shall be:

Spring Hill Development Holdings, LLC  
ATTN: Mark Sakioka  
18100 Von Karman Avenue, Suite 500  
Irvine, CA 92612

With a copy to:

Spring Hill Development Holdings, LLC  
ATTN: Ana Marie del Rio  
18100 Von Karman Avenue, Suite 500  
Irvine, CA 92612

And

Stites & Harbison, PLLC  
ATTN: Greg Ehrhard  
400 West Market Street, Suite 1800  
Louisville, KY 40202

**7. Non-Waiver**

None of the terms, covenants or conditions of this Agreement shall be deemed waived by any act of either Party unless same is specified in writing executed by all Parties hereto.

**8. Liability**

The City shall have no liability except as specifically provided in this Agreement.

**9. Governing Law**

This Agreement shall be construed under and enforced pursuant to the laws of the State of Tennessee.

**10. Venue and Jurisdiction**

Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

**11. Severance**

Should any provision of this Agreement be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the invalidity, illegality or unenforceability shall not affect other provisions of this Agreement, which shall remain in full force and effect.

**12. Captions**

Captions of the sections of this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretations, construction, or meaning of the provisions of this Agreement

**13. Amendment**

This Agreement shall be amended only in writing executed by all Parties hereto.

**14. Assignment**

This Agreement shall not be assigned by the Developer to a third party without prior written consent of the City, which shall not be unreasonably withheld.

**15. Binding Effect**

This Agreement shall be binding upon each of the parties hereto, their successors, heirs and assigns and that there are no understandings or agreements between them except as contained in this Agreement.

**16. Entire Agreement**

This writing constitutes the entire agreement between the Parties and supersedes all previous agreements, if any. No Party to this Agreement makes any representation to the other Party, except as expressly set forth in this Agreement.

**17. Attorney's Fees**

In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto by the Contractor, the Contractor shall pay the reasonable attorney's fees and court costs of the City associated with the enforcement of any of the provisions of any such document or this Agreement.

**18. Execution**

This Agreement may be executed by manual or electronic signatures and in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

**Approved by the City of Spring Hill Board of Mayor and Alderman on September 6, 2022.**

SO AGREED by the undersigned parties as of the date first given.

SPRING HILL DEVELOPMENT HOLDINGS, LLC  
By: Beacon Bay Holdings, LLC, its Manager

By:   
Dinesh Davar (Sep 7, 2022 14:14 PDT)  
Print Name: Dinesh Davar  
Title: Manager

CITY OF SPRING HILL, TENNESSEE

By:   
JIM HAGAMAN  
Mayor

**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 buildout 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 Aeon 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 Aeon 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: Permit Application Fees (\$5,000); Geotechnical subconsultant (\$30,000, if retaining wall is required))	\$35,000.00
<b>ESTIMATED COST</b>	<b>\$156,042.00</b>

# 20220907124626115

Final Audit Report

2022-09-07

Created:	2022-09-07
By:	Breana Arimura (breana.arimura@steadfastco.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_SJB-oPHmHhFA3mOYh27eVG7CeiuAnu7

## "20220907124626115" History

-  Document created by Breana Arimura (breana.arimura@steadfastco.com)  
2022-09-07 - 7:12:08 PM GMT- IP address: 204.2.198.46
-  Document emailed to Dinesh Davar (dinesh.davar@steadfastco.com) for signature  
2022-09-07 - 7:13:52 PM GMT
-  Email viewed by Dinesh Davar (dinesh.davar@steadfastco.com)  
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