

ADDITIONAL SERVICES AMENDMENT NUMBER 1

This amendment to the Professional Services Agreement dated January 22, 2025, between City of Mt. Juliet (Client) and Barge Design Solutions, Inc. (Barge) is for additional services described as follows:

Project: Pleasant Grove Widening
(TDOT PIN 132387.00)
 Project Description: Project Limits are from Central Pike to Old Pleasant Grove Road. Secondary minor project is to provide a separate set of plans for approximately 1000' of Pleasant Grove Road for use by a private developer to construct half of the roadway in front of their development.

- I. **PROFESSIONAL SERVICES:** Barge agrees to perform the additional services under this Amendment as described in Attachment A.
- II. **COMPENSATION:** The compensation to be paid to Barge for providing the requested additional services shall be paid in accordance with Attachment A.
- III. **TERMS AND CONDITIONS:** Services performed under this amendment are subject to the same terms and conditions described in the Professional Services Agreement as referenced above.

City of Mt. Juliet		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:		Printed Name:	Rachel Back, PE
Title:		Title:	Vice President
Address:		Address:	615 3 rd Avenue South, Suite 700, Nashville TN 37210
Date Signed:		Date Signed:	December 19, 2025
Tax I.D. Number			

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. City Responsibilities
- VI. Deliverables
- VII. Compensation

I. Project Description

As per the original contract, Barge Design Solutions, Inc. (Barge) is tasked with providing design services for the widening of Pleasant Grove Road (TDOT PIN 132387.00) for the City of Mt. Juliet, Tennessee (City). The goal of the project is to widen and realign Pleasant Grove Road from Central Pike (SR 265) to Old Pleasant Grove Road. This scope of services is a supplement to the original contract dated January 22, 2024 based on client-requested changes to the base design and unforeseen additional efforts required by TDOT for NEPA documentation. Generalized categories of changes to the base design include:

- Revised typical section from four-lane divided roadway to a three-lane divided roadway.
- Addition of a second roundabout at Pleasant Grove Road and Trevor Drive
- Additional NEPA work required by TDOT due to recent changes in policy and procedures
- Development of alternative intersection designs
- ROW negotiation support in for the Developer Plans

II. Scope of Services

Barge proposes the additional Scope of Services related to the above-noted items.

A. NEPA

- a. TDOT-required additional noise studies for NEPA documentation
 - i. TDOT has recently updated their procedures following recent coordination with FHWA and will require noise validation analysis for all projects moving forward. (Validation had previously only been conducted for interstate projects) Validation involves conducting short-term (20 minute) measurements and simultaneously counting traffic and estimating speeds. The traffic and speed data are entered into the TNM model, and the predicted noise level(s) is compared to the measured noise level to validate the model.

B. Developer Construction Plans

- a. Tract No. 34 of the Developer Construction Plans will require ROW negotiations. These negotiations will need to follow TDOT Local Programs guidance in order to remain compliant with larger overall Pleasant Grove Road Project. A detailed description of the work is provided in Attachment B.
 - i. Note - The term appraisal waiver valuation means the valuation process used and the product produced when acquiring determines that an appraisal is not required, pursuant to §24.102(c)(2). To follow TDOT guidelines the waivers (NPP) will be prepared by the City and OR Colan (ORC) will train and coach the City into completed the appraisal waivers (Nominal Payment Parcel). It will be the City responsibility to complete the NPP. All RW Services include Federal Guideline process.
- b. Barge will complete utility coordination with up to 9 utility owners for the Developer Construction Plans with the following tasks:
 - i. Send plans and letter by Certified Mail and Email to each utility owner.
 - ii. If response from owners confirms utilities in the area, send 95% Construction Plans via email.
 - iii. Attend a meeting for no more then 1 hour to discuss concerns with the utility owner.
 - iv. Address comments the utility owner may have that are approved by the City.
 1. Comments that result in a major revision will be considered outside the limits of this scope and will require additional fee. Major revisions are generally defined as updates to the plans that effect any of the following:
 - a. Alignment or profile of Pleasant Grove Road
 - b. Alignment or profile of Side Roads
 - c. Cross-Sections for Pleasant Grove Road and Side Roads
 - d. Storm Drainage
 - e. Driveways that belong to the Developer.
 2. Minor revisions would include the addition of notes and labels not resulting in design changes.

C. Preliminary Plan

- a. Revised Typical Section
 - i. Design tasks related to revising the four-lane, raised median, divided typical section to a three 3-lane typical section. This change requires additional design related to roadway alignments, roadway profiles, sideroad profiles, cross sections, preliminary right of way, and drainage design.
- b. Additional Roundabout Design
 - i. Provide design revision for an additional 3-legged roundabout at the Trevor Drive/Pleasant Grove Road intersection.

- D. Alternative Intersection Design
 - a. Develop alternative intersection designs. This includes the following:
 - i. Additional drainage design
 - ii. Driveway redesign
 - iii. Cross-section revisions
 - iv. Revising quantities, OPCC
 - v. Revising plan sheets
 - 1. Proposed
 - 2. Profile
 - 3. Driveway profiles
 - 4. EPSC
 - 5. Temporary Traffic Control
 - 6. Cross-Sections

III. Project Understandings and Assumptions

As per the original agreement.

IV. City Responsibilities

As per the original agreement.

V. Deliverables

As per the original agreement.

VI. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below.

Fee Summary Table

Items	Fee Type	Fee Amount
Task 2: NEPA	Lump Sum	\$7,000
Noise Study Subconsultant	Included in Task 2	\$7,000
Task 3: Developer Construction Plans	Lump Sum	\$36,100
ROW Negotiations Subconsultant	Included in Task 3	\$21,600
Task 7: Preliminary Plans	Lump Sum	\$53,700
Task 9: Alternative Intersection Design	Lump Sum	\$48,400
TOTAL	LS	\$145,200

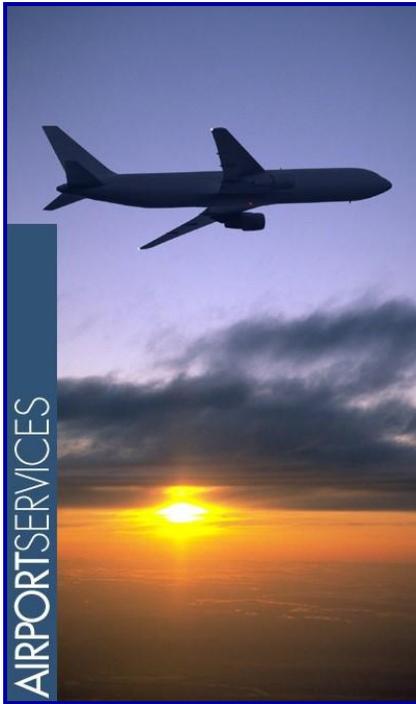
The fees provided above are valid up to three (3) months from the date of this proposal.



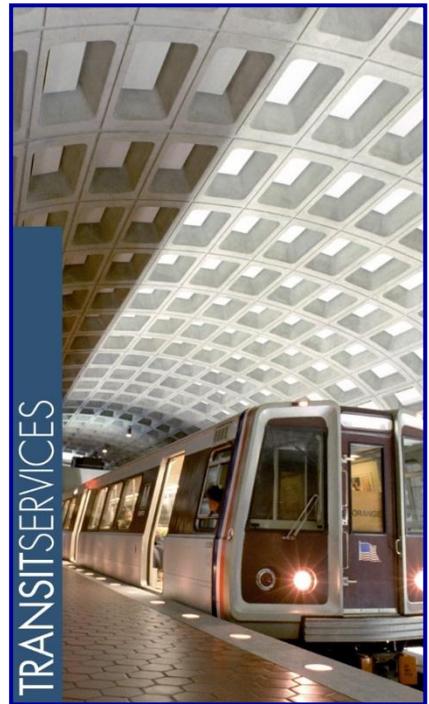
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FOR INFRASTRUCTURE

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Brentwood, TN 37027
Ph. # 574-612-2210

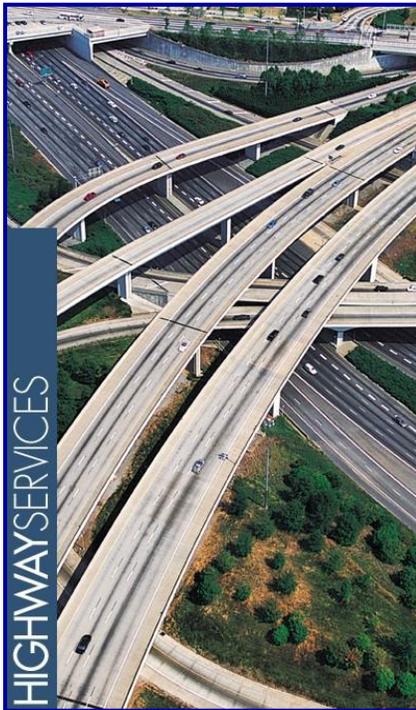
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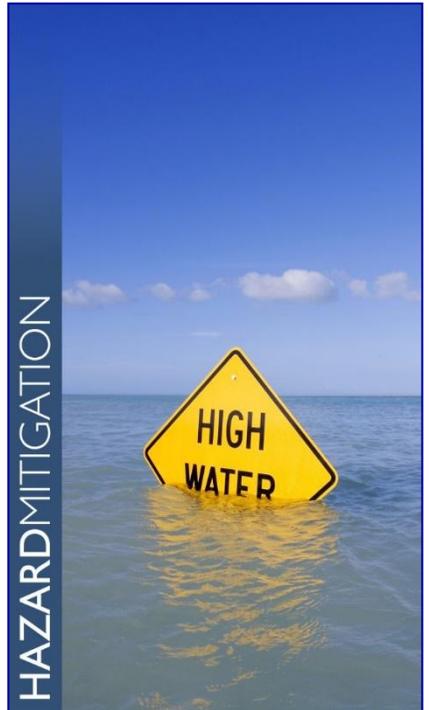
AIRPORTSERVICES



TRANSITSERVICES



HIGHWAYSERVICES



HAZARDMITIGATION

Letter of Interest/Scope Proposal

City of Mt Juliet on Pleasant Grove Road
ORC Job # TN0223.000

December 15, 2025 (Rev 3)

DEFINITIONS AND DESCRIPTIONS OF DUTIES TO BE PERFORMED

Project Owner- References to “Project Owner” in this Scope of Services shall mean City of Mt. Juliet.

Client- References to “Client” in this Scope of Services shall mean Barge Design Solutions.

Consultant- References to “Consultant” in this Scope of Services shall mean the right of way acquisition consultant, O. R. Colan Associates, LLC.

Project Authorization- Project authorization shall remain a Client function. The Client shall ensure an official notification to begin work.

Evidence of Insurance- The Consultant will provide a Certificate of Insurance meeting all the requirements of the Client with the proposal or after a contract is executed between the Client/or Client and the Consultant.

Labor Payments- All labor payments to the Consultant will be the responsibility of the Client.

DESCRIPTIONS OF DUTIES TO BE PERFORMED

TITLE WORK

Titles- Title Reports (20 years) to be provided by the Consultant to the Client.

VALUATIONS

Waiver Valuations- (Nominal Payment Parcels-NPP)The term appraisal waiver valuation means the valuation process used and the product produced when the acquiring determines that an appraisal is not required,pursuant to §24.102(c)(2). The acquisition(s) in question are simple and uncomplicated,therefore, this approach would work best. In case a waiver valuation results in a value higher than \$15,000.00, the consultant will offer the landowner the opportunity to have the property appraised (ss set forth in §24.102(c)(2)(C)). (Will apply when applicable)

Appraisal- The Consultant will provide appraisals as needed and only if requested and authorized by the Client on a case-by-case scenario.

Appraisal Reviews- The Appraisal Review process is required if either: (1) directed by the Client or (2) State or Federal funds are used on any phase of this project. It is assumed that this project will receive State or Federal funds in which cases will need Appraisal Reviews.

ACQUISITION

Preparation of Individual Parcel Files- The Consultant shall be responsible for the assembling and maintenance of all acquisition files. All files will be maintained in accordance with the Client’s request.

Negotiations- The Consultant will be responsible for negotiation activities for one (1) proposed tract. All negotiation activities will be done in accordance with the Client's request or the TDOT Acquisition Manual. Negotiations are assumed to be for permanent and temporary construction easements.

The Consultant is responsible for the Initial Contact and the distribution of the Offer Letters. Consultant will complete a maximum of eight (8) contacts (face to face meetings, TEAMS calls, phone calls, mail, and/or e-mails) per acquisition parcel within a ninety (90) day period from the date of the Initial meeting, to secure the right of way for the Client. All contacts will be logged in the Acquisition Agent's notes, as part of the parcel file records. Should the Client wish to extend negotiations beyond these eight (8) contacts or beyond a ninety (90) day period, Consultant reserves the right to request a contract modification for additional Negotiation labor fee(s) with the affected property owner(s).

Issues that may arise during Construction that are addressed with the Consultant will be forwarded to the Client. Construction oversight and related issues will be the responsibility of the Client.

If parcel ownership changes over the span of this project, that results in new offers or new negotiations, the Consultant reserves the right to request a contract modification.

Legal Descriptions & Staking- Exhibits and/or Legal Descriptions will be supplied by the Client confirming to the Project Owner's requirements as to form and function for inclusion in acquisition documentation package prior to the initiation of negotiations. The Consultant will review the documentation and provide suggested modifications to verify Client's intent, and Client will approve the final documentation prior to offers being made. The Client shall be responsible for staking and/or marking out the proposed acquisition areas, if requested by the property owner and/or the Consultant for negotiating purposes. If the proposed take area changes and legal descriptions change and result in additional negotiation labor, the Consultant reserves the right to request a contract modification.

Legal (Conveyance) Instruments- Legal (Conveyance) Instruments will be provided by the Client.

Client Representative may Accompany Consultant- At the request of the Client, employees of the Client may accompany the Consultant on any or all phases of the acquisition process; but on a schedule and at times set by the Consultant.

CLOSING & TITLE UPDATE

Closings- Closing activities are to be the responsibility of the Project Owner.

Closing activities include the following:

- Conducting of closings and the disbursement of monies as required.
- Assisting the property owner in the execution of required instruments and forms.
- Recording the instruments with the County Register of Deeds.
- Any taxes related to the closing on the property are to be handled by the Project Owner.

Title Updates- This proposal includes one (1) update per parcel to be completed at closing by the Project Owner.

Mortgage Releases- This proposal includes zero (0) mortgage and/or lien release on this project. Mortgage Release fees requested from the bank will be invoiced as actual costs to the project, as pre-approved by the Client.

PROJECT ADMINISTRATION

Project Mobilization Meeting- A Project Mobilization Meeting is held to introduce each other and to clarify any questions relating to project scope. A Project Mobilization Meeting will outline contact persons and communication protocol. At this meeting, all issues related to the specific job and its division of responsibilities will be resolved.

Project Timeline- Time frames for the project have been established with City of Juliet. ORC will work to meet the established time frame.

Administrative Reviews- The Client shall be the primary contact for settlement authority requested by consultant for administrative reviews. All requests for administrative reviews shall be in writing and shall contain all appropriate documentation to support a request. A recommendation will be provided by the Consultant.

Condemnation Coordination- (Not part of this Proposal) This may be re-visited later depending on the outcome of the project negotiations. The Consultant reserves the right to submit a revised cost proposal should the Client/Project Owner request the Consultant's services to provide any condemnation activities.

Billing- Complete billing packages (signed tracts) shall be submitted to the Client for processing. All forms/negotiator notes will be typed or computer generated. Specific items of information to be included in the billing package will be defined during the Project Mobilization meeting. All billing requests will be reviewed and warrants processed by appropriate Client personnel. Deficient packages returned to the Consultant for correction shall be completed and returned to the Client within ten (10) business days. In the case of signed parcels, the warrant shall be prepared by the Client and sent to the owner(s) for payment.

Project Status Reports- The Consultant shall provide a monthly status report to the Client on a form acceptable to the Client. The status report shall be a stand-alone document indicating the current acquisition status of the project. Status reports will not be sent by the Consultant while the project is under construction.

Project Meetings- The Consultant will meet with the Client personnel once per month after the Project Mobilization Meeting to discuss project status. If additional meetings are requested by the Property Owner or Client, the Consultant reserves the right to request a contract modification for attending or participating in additional meetings beyond the schedule outlined above.

Final File Disposition- The Consultant shall submit the individual parcel file(s) to the Client, either individually or at the end of the project during the project closeout.

Quality Assurance Reviews- Consultant shall fully cooperate with the Client during the auditing of the project by the Client.

Invoicing by Consultant- Consultant shall invoice the Client monthly for milestones met. Invoices shall contain the Project Status Report (unless provided for separately). The acquisition and project management fees shall be invoiced in two (2) milestones as follows: 50% once the written offer is made, and the final 50% once the parcel is signed and sent to the Project Owner for Closing. The closing fee will be invoiced in one (1) milestone once the parcel is closed or sent to the Client for condemnation.

Utility Coordination Process- (Not part of this Proposal) The utility service providers will work with the Client to identify specific utility relocation needs critical to the advancement and completion of the project. Utility coordination is the responsibility of the Client or other third party and is not part of this Scope of Services.

RESPONSIBILITY OF THE CONSULTANT

The Consultant shall be responsible for the following acquisition services under the Scope of services for this project:

- Preparation of Individual Parcel Files
- Initial Title Reports (Prepared by licensed Title Company)
- Training in Preparing Appraisal Waiver Valuations called NPP (if applicable)
- Appraisals and Appraising Reviews (Prepared by licensed Appraising Company)
- All Phases of Acquisition (negotiations) including all necessary written correspondence to owners (Notification Letters, Offer Letters, etc.)
- Preparation of Billing Packages
- Project Administration
- Project Status Reports – Monthly Submittals
- Final File Disposition

RESPONSIBILITY OF THE PROJECT OWNER

The Client shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Project Authorization
- Administrative Reviews
- Billings for Owner Settlement Checks or Checks for Deposit in Court
- Presentation of formal Notice to Proceed from for all aspects of the ROW Acquisition process prior to the onset of the work.
- Any taxes related to the sale of property or recording of deeds in relation to the acquisition.
- Completion of Appraisal Waiver Valuations called NPP (if applicable)
- Title Updates
- Closing & Recording

RESPONSIBILITY OF CLIENT

The Design Consultant shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Right-of-Way Plans showing the properties to be acquired, and all currently available information relative to the tracts to be acquired.
- Project authorization for Consultant to commence work.
- Preparation of Legal Descriptions and/or Exhibits for each tract being acquired.
- Pre-approval of Legal Descriptions (if applicable)