

# 906

April 11, 2019

Peder Jensen  
Maury County Government  
41 Public Square  
Columbia, TN 38401

**RE: Carters Creek Volunteer Fire House  
Carters Creek Pike  
Maury County, TN**

Dear Peder:

It's our pleasure to assist the Maury County volunteer fire system in developing architectural plans for their proposed facility on Carters Creek Pike in Maury County, Tennessee. Please find following an agreement for these services for your approval and signature.

This letter of agreement is between the Owner (**Maury County, Tennessee**) and the Architect (**906 Studio.Architects, LLC.**) and is based on our providing services for the following project scope using the following proposed scope of services and fee structure.

If you find this agreement acceptable, please sign below and forward to our offices for our records.

## **I. PROJECT DESCRIPTION**

The design fees noted below are based upon the following project scope:

- The project site is located on Carters Creek Pike in Maury County, Tennessee.
- The project will consist of a wood framed "fire house" and a pre-engineered metal building "Apparatus Bay".
- The preliminary program for the proposed fire house is understood to be as follows:
  - Fire House will include the following:
    - First Floor: Training Room, Kitchen Area, Office, Decon Room, Accessible Bath and Storage Area
    - Second Floor: Day Room, two Bunk Rooms, Two baths and a stair to the first level.
  - Apparatus Bay will include the following:
    - Four bays with center trench drain to allow vehicles to be maintained and washed inside the building.

## **II. BASIC SCOPE OF SERVICES**

The following represents basic Architectural services that we would provide for the proposed project as noted above.

Civil Engineering and Landscape Design services are understood to be contracted directly with the Owner in a separate fee proposal.

### **A. Schematic Design Phase**

The schematic design has been provided by a separate company and provided to this Architect for final documentation.

Note that this proposal is based on the understanding that this project is not pursuing LEED or Green Building certification. Should that change, the Architect will gladly provide to the Owner the architectural fees associated with this process/certification.

### **B. Construction Document Phase**

Based upon the Owner provided Schematic Design documents with minor adjustments in scope (10% or less change in the design) and the final site plan, the Architect will prepare final construction documents consisting of drawings setting forth the requirements for the construction of the project. The total documents would consist of Architectural floor plans, exterior elevations, reflected ceiling plans, building and wall sections and appropriate details. The Architect will submit progress sets to the Owner for review during this phase of the project at the 95% completion increment prior to incorporating building code official and General Contractor responses. This phase would end once the construction documents are one hundred percent complete and have incorporated local building department permit comments.

## **III. EXCLUDED SCOPE OF SERVICES**

The following services (while not a complete listing) are excluded from the scope of this agreement. These services can be provided as an additional service if requested by the Owner or Owner's representative:

- Early release packages are not part of the proposed services. Should the Owner desire early release packages, an appropriate fee can be determined for each package identified.
- Design of alternate engineering systems and life cycle cost studies are not included in our scope of service.
- Environmental graphics or signage design/drawings are not included in this scope.
- Site design including all site utility design, grading, landscaping and parking layout to be by others and will be completed prior to starting the Construction Document phase.
- Environmental testing
- Professionally built models, and/or mock-ups
- Design and selection of interior finish materials for building
- Structural and MEP engineering services.
- Bidding and Negotiation services
- Construction Administration services

#### **IV. REIMBURSABLE EXPENSES**

Reimbursable expenses are in addition to the Compensation for Basic Services and Additional Services and include actual expenditures made by the Architect and their consultants in the interest of the project for the expenses listed. Expenses will be reimbursable at the rate of 1.10 times the actual amount expended by the Architect, his employees and consultants in the interest of the project.

- Expense of all reproductions of documents, postage and handling, express delivery services, long distance communications of documents (FAX), long distance phone charges.
- Expense of renderings, presentation materials, models and mock-ups.
- Travel and out-of-pocket subsistence expenses, including but not limited to airfare (coach), rental car, taxi, mileage, hotel room, meals, parking, etc. for travel outside of Williamson County.

#### **V. ADDITIONAL SERVICES**

The Architect will be available to provide additional services to the Owner as requested. Additional services include those items that are beyond the standard services noted above. These may include:

- Providing design services for facilities outside of the original scope of the project.
- Preparing documents for alternate bids, out-of-sequence services or fast track construction scheduling as requested by the Owner.
- Making revisions in the drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given.
- Providing assistance in the selection and installation of signage, fixtures, and accessories
- Providing services for design or selection of access control/security and/or audio/visual equipment for the project.

These and other similar services would be provided only upon prior approval of the Owner and would be invoiced on a time and expense basis.

#### **2019 Hourly Rate Schedule:**

- Principal: \$190.00
- Project Manager: \$150.00
- Project Architect: \$125.00 - \$100.00
- Design Professional: \$ 75.00
- Administrative: \$ 50.00

#### **VI. PAYMENT TO THE ARCHITECT**

Payments for Basic Services shall be made monthly and shall be in proportion to services performed. Payments on account of Additional Services and Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred. Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid thirty (30) days after invoice date shall bear interest from the date payment is due at the rate of eighteen percent (18%). Architect reserves the right, with seven days' notice, to suspend services due to non-payment of fees.

## VII. BASIS OF COMPENSATION:

For Basic Services (excluding reimbursable expenses), compensation shall be computed as follows:

### Fire House:

#### Architecture:

• Schematic Design:	Completed by others
• Construction Documents Phase:	\$ 1.00
• Bidding/Negotiation Phase:	Hourly As Requested
• Construction Administration Phase:	<u>Hourly As Requested</u>
<b>Subtotal Architectural Fee (Excluding B/N &amp; CA):</b>	<b>\$ 1.00</b>

## VIII. GENERAL CONDITIONS:

- A. Ownership of Architect's Designs, Drawings and other Documents:** The original designs, drawings, and all other documents prepared by the Architect for this project are instruments of their services, and unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner will be permitted to retain copies, including reproducible copies, of the Architect's drawings and other documentation. These documents cannot be used by the Owner or any other party to construct this project at another location without the expressed written permission of and appropriate compensation to the Architect. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.
- B. Indemnification:** The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damages, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Architect's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the Architect is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorney's fees and cost of defense) to the extent caused by the Owner's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement. The Architect is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence.
- C. Liability:** In order for the Owner to receive the benefits of a minimal fee which includes a lesser allowance for risk funding, Owner agrees to limit Architect's liability for any cause or combination of causes arising from Architect's or Architect's Consultants' professional acts, errors or omissions, such that the total aggregate liability of Architect shall not exceed the extent of the Architect's fee. Owner further agrees that no shareholder, officer, director, partner, principal or employee of Architect shall have personal liability under any provisions of this agreement or for any causes of action arising out of or related to the professional services provided in connection with the Project. The limitation of liabilities and the indemnification provisions contained herein will survive the termination of this agreement.

- D. Contract Language:** Standard contract provisions of the applicable 2017 AIA Owner/Architect Agreement will apply to this agreement. Once this proposal is approved, the Architect will prepare an Owner/Architect Standard AIA agreement as the contract between the two parties.
- E. Warranty:** The designs, drawings and plans provided by the Architect pursuant to this Agreement are provided without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, habitability, fitness for a particular purpose or non-infringement.
- F. Access to Site/Jobsite Safety:** Unless otherwise noted, the Architect will have access to the site for activities necessary for the performance of the services. The Owner understands that the Architect is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.
- G. Cost of the Work:** Any project budget or estimate prepared by the Architect represents the judgment of the Architect acting as consultant and is supplied for the general guidance of the Owner. Since the Architect and the Owner have no control over the cost of labor and material, or over market conditions, the Architect does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Owner.
- H. Dispute Resolution:** All claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator. The parties shall share the mediator's fee and any filing fees equally. Mediation shall be a condition precedent to arbitration, legal or equitable proceedings.
- I. Standard of Care:** In performing services under this Agreement, the Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- J. Waiver of Consequential Damages:** A breach of this agreement may cause both parties to experience damages that are indirectly related to the breach or that were not foreseeable by either party at the time this agreement was entered into. Such damages are called consequential damages and may include, but are not limited to, loss of use and loss of profit. Neither party shall be liable to the other for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault.
- K. Situs:** The Situs of this Agreement for all purposes will be Franklin, Williamson County, Tennessee.
- L. Suspension or Abandonment:** If the project is suspended in whole or in part by the Owner, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due as defined in this section. If the project is resumed after being suspended for more than (3) three months, the Architect's compensation for completion of the project will be subject to renegotiation.

**M. Project Documentation:** Architect shall have the right to include photographic or artistic representations of the Project and the Project deliverables in Architect's promotional and professional materials. Architect's material shall not include Client's confidential information so long as Client advises Architect in writing of the specific information considered by the Client as confidential. The Client agrees to provide credit to Architect in the Client's promotional materials for the Project where customarily appropriate.

**IX. OWNER'S RESPONSIBILITIES**

- The Owner shall render approvals and decisions as expeditiously as possible for the orderly progress of the Architect's services and of the work.

This proposal is valid and available for acceptance for a period of ninety (90) days from the date of submittal. If this agreement is accepted, Architect agrees to provide total design services in accordance with the terms of the Agreement for a period of twelve (12) months from date of acceptance by the Owner. After the initial twelve month period, the terms of the Agreement are subject to renegotiation.

If you have any questions, please feel free to call me at 615-988-9065.

**OWNER: Maury County, Tennessee**

**BY: \_\_\_\_\_ (signed)**

**BY: \_\_\_\_\_ (printed)**

**Date: \_\_\_\_\_**

**ARCHITECT: 906 Studio.Architects, LLC**



**BY: \_\_\_\_\_**

Michael Hathaway, AIA

Principal

**906 Studio.Architects, LLC**