

# 906

January 19, 2021

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

**RE: Hampshire Fire House  
Highway 412**  
Maury County, Tennessee

Dear Peder:

Thank you for the opportunity to work with you, Maury County government, Chief Hileman and your fellow firemen as we develop a second Fire House location in Maury County, Tennessee. We are excited to see the commitment Maury County is making to protect it's citizens.

As requested, I am pleased to offer the following letter of agreement to provide architectural and engineering services for the above referenced project based on the following project description, proposed scope of services and fee structure between the Owner (**Maury County Government**) and the Architect (**906 Studio**.Architects, LLC).

If you find this agreement acceptable please sign the agreement below and forward to our offices for our records. We will be ready to begin immediately upon your execution of this agreement.

## I. PROJECT DESCRIPTION

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

- The project site is located on Highway 412 in Maury County, Tennessee on 3.02 Acres noted on the plat as Tract 2 (Parcel 47.20-Maury County Tax Map 105). This location is just south of Dry Fork Road intersection.
- The project will consist of a wood framed "fire house" and a pre-engineered metal building "Apparatus Bay".
- The preliminary program for the proposed project is understood to be as follows:
  - Fire House will include the following:
    - First Floor: Training Room, Kitchen Area, Office, Decon./Laundry Room, one Accessible Bath, one standard restroom and Storage Area

- Second Floor: Two Bunk Rooms, two baths, two offices and a small gathering area along with 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 Civil, Landscape, Architectural, Structural and Mechanical/Electrical/Plumbing Engineering services that we would provide for the proposed project as noted above.

Geotechnical services are understood to be contracted directly with the Owner in a separate fee proposal.

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 appropriate fees associated with this process/certification.

### **A. Pre-Design Phase:**

Prior to beginning the schematic design phase of this project, the Civil Engineer will produce a topographic and boundary survey of the property. This will be the basis for future design efforts on this site.

### **B. Schematic Design Phase**

The Architect will work with the Owner to make desired adjustments to the existing plans created for the Carters Creek Volunteer fire house as desired to reflect the “lessons learned” and additional desired program for this location. It is anticipated that these modifications will be accomplished in a maximum of two iterations with the Owner. Additional efforts beyond these initial two design iterations can be provided as an additional service.

Additionally during this phase the Civil Engineer will prepare a preliminary site layout sketch suitable for review and approval by Owner.

### **C. Construction Document Phase**

Based upon the approved schematic design documents with minor adjustments in scope (10% or less change in the design) and the final site plan as prepared by the Civil Engineer, the Architect and design team will prepare final construction documents consisting of drawings setting forth the requirements for the construction of the project (both on-site and building). The total documents would consist of Civil Engineering plans (including permitting and construction plans for site layout, grading, drainage, on-site utility services, erosion prevention and sediment control), Landscape Design plans and detailing, Architectural Plans (floor plans, exterior elevations, reflected ceiling plans and appropriate details) and Structural, Mechanical, Electrical and Plumbing plans as required for permitting the project through the required regulatory process. 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 responses. This phase would end once the construction documents are one hundred percent complete and have been submitted to the local building department for permitting. The civil engineer will also work with the Owner to obtain the "Notice of Coverage for Construction" from TDEC and the "State Driveway Permit" from TDOT.

Note: This phase does not include the development of full fire sprinkler plans. We would, however, propose to provide the level of documentation we understand is required by Maury County for construction permitting review. We would expect that the final sprinkler engineered plans required by the county would be provided in cooperation with a local fire sprinkler subcontractor by way of shop drawings.

#### **D. Bidding/Negotiation Phase**

The Architect will provide the following efforts as part of this phase of the project as noted below on an "hourly basis as requested by the Owner":

- Prepare all addenda required to describe project clarifications required by the selected bidders.
- Coordinate with the building department(s) and respond to any document review comments.
- Should **Value Engineering** efforts be required at the completion of this phase once building costs have been developed by the General Contractor, changes to the original construction documents in order to incorporate these requested modifications may necessitate additional services outside of this original scope of work. Fees for these changes will be coordinated with the Owner prior to proceeding with said changes.

#### **E. Construction Administration Phase**

The Architect will provide construction administration services on an hourly basis as noted below and as per Owner request:

- The Architect and design team will be available to provide limited Construction Administration services on an hourly basis as requested by the Owner per the hourly rates noted below.
- General Observation of the construction for the purposes of certifying the General Contractor's Application for Payment and addressing questions or clarifications which arise during the course of the work. This would typically constitute, but shall not be limited to, one visit to the site per month for a duration of the construction.
- Upon receipt of the Contractor's completed punch list, the Architect can provide two visits to the site, in addition to those noted above, to prepare an initial punch list identifying items requiring correction or completion prior to release of final payment.
- Review and/or processing of shop drawings and submittal data provided by the General Contractor during the course of the project.
- Responding to RFIs received from the General Contractor including the issuance of written or graphical revisions necessary to communicate responses and/or clarifications to General Contractor's RFIs.

- Issuance of a Certificate of Substantial Completion.
- Design services related to Owner initiated Change Orders will only be performed by the Architect and his consultants after receipt of approval for such work and its associated additional fee by the Owner in writing.

The developments of full as-builts for this project are not included in the scope of this proposal. Should the Owner decide to have this service provided as part of this agreement, the Architect would propose that the cost for such services be determined at the completion of the project once the scope of work can be better defined.

### **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.
- Traffic Engineering Studies
- Flood Studies
- Structural Engineering services (including retaining walls greater than 24" tall)
- Geotechnical Engineering Services
- Site Photometric Lighting Design
- Engineered Septic System
- Environmental testing
- Professionally built models, and/or mock-ups
- Design and selection of interior finish materials for the building

### **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, and express delivery services
- 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.
- Provide 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.
- Art selection, framing and installation coordination.
- Post Construction As-Built Surveys, ALTA Surveys, Subdivision Plat, or other surveys not specifically noted above.
- Construction Observation
- Post Construction Inspections, Bond Inspections
- TDEC Site Assessment Inspection
- Public Utility Design or Relocation Services
- Erosion Prevention & Sediment Control field observations
- Improvements to public infrastructure, including Roadway, Drainage, Water or Sanitary Sewers

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. The hourly rate noted below is applicable for the entirety of the year 2021 and subject to adjustment in January 2022 based on anticipated salary adjustments of staff members.

### Hourly Rate Schedule:

#### Architecture:

- Principal: \$190.00
- Project Manager: \$150.00
- Project Architect: \$120.00
- Design Professional: \$ 80.00
- Administrative: \$ 50.00

#### Civil Engineering:

- Engineer: \$150.00
- Engineer Tech: \$ 80.00
- CADD Tech: \$ 60.00
- Reg. Land Surveyor: \$150.00
- Survey Field Crew: \$120.00

## 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/Apparatus Bay:

#### Civil Engineering (WES Engineering):

- As-Built, Bndry and Topo Survey: \$ 3,200.00
- Preliminary Layout Sketch: \$ 1,750.00
- Site Engineering Design (CD): \$ 6,350.00
- TDEC Stormwater Plan (SWPPP): \$ 1,650.00
- TDOT Driveway/Grading Permit: \$ 1,500.00
- Subtotal ST/MEP Fee: \$ 14,450.00**

#### Architecture:

- Schematic Design: \$ 2,000.00
- Contract Documents Phase: \$ 18,500.00
- Bidding/Negotiation Phase: Hourly As Requested
- Construction Admin. Phase: Hourly As Requested
- Subtotal Arch. Office Fee: \$ 20,500.00 (Excluding Hourly BN/CA Fees)**

#### Structural and MEP Engineering (Genesis Engineering):

- Design and Documentation (CDs): \$ 15,000.00
- Limited CA Fee: \$ 3,000.00
- Subtotal ST/MEP Fee: \$ 18,000.00**

**Total Fees (Excl. Hourly BN/CA): \$ 52,950.00**

## 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 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 Architect's fee for the services rendered on this project, not including reimbursable expenses, Architect's Consultants' fees or value added and entitlement success fees where applicable. 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.
- E. Warranty:** The designs, drawings and plans provided by the Architect pursuant to this Agreement are provided without warranty of any kind, either express 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 you have any questions, please feel free to call me at 615-721-6010. We look forward to working with you and your team on this project. Thank you again for the opportunity.

**OWNER: Maury County Government**

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

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



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

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

**DATE: \_\_\_\_\_**

Michael Hathaway, AIA  
Principal  
906 Studio.Architects, LLC