

906

March 10, 2025

Phillip Grooms, City Manager
City of Mt. Pleasant
P.O. Box 426
Mt. Pleasant, TN 38474

RE: Mt. Pleasant Community Center - Renovations
Mt. Pleasant, Tennessee

Dear Phillip:

We've enjoyed meeting with your team and the local partners and we are excited at the opportunity to enhance the community with the renovations to the existing Mt Pleasant Community Center.

As requested, we are 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 (**City of Mt. Pleasant**) and the Architect (**906 Studio, PLLC**).

If you find this agreement acceptable please sign on the final page of this document and forward to our offices for our records. We will be prepared to discuss a schedule for the work 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 an existing, approximately 20,000 square foot, single story, CMU block and Pre-Engineered Metal Building Frame building located on Grey Lane in Mt. Pleasant, Tennessee.
- The existing building program includes lobby, restrooms, two large meeting halls, associated storage rooms and kitchenette room, TCAT workshop, office, and classroom, City of Mt Pleasant office, cycling room for Maury Regional Health Foundation, and meeting room for the Senior Center.
- This building is proposed to be renovated as part of a state funded grant and the anticipated renovations are understood to be as follows:
 - Approximately 20,000 sf roof include membrane and standing seam metal roof to be replaced.
 - Approximate 225 square foot expansion of existing TCAT classroom space, into adjacent room.

- Enclose approximately 250 square foot of the existing Lobby space to become a space for Maury Regional Health Foundation to use for remote health services.
 - Evaluate including a separate toilet room for MRHF use as well.
- Enclose approximately 250 square foot of the existing Lobby space to become a Coworking space with Computer Lab and adjacent Server closet.
- Create 2 smaller, divided office spaces from the existing office space- approximately 200 square foot each.
- Changing the existing food prep area into a more commercial kitchen application, including oven, range, commercial hood, and associated outdoor mechanical equipment.
- Dividing the existing East Hall, approximately 3,500 square foot, into two flexible meeting rooms, accommodating approximately 50 occ each, with an operable partition between them.
- Creating supporting Storage Closets for each assembly room.
- All existing flooring and walls to be refinished, or evaluated.
- The existing HVAC units are anticipated to be reused and the replacement of these is not in this scope.
- The existing Pre Engineered Metal Building frame is to be reviewed and evaluated for feasibility to mount any new HVAC equipment on the roof above the existing kitchen area.
- It is understood there are no other anticipated Structural Engineering needs as part of this scope.
- Should changes to the layout be made which deviate significantly from the above program, additional services may be necessary, in which case the Architect will notify the Owner in writing prior to commencement of any work.

II. BASIC SCOPE OF SERVICES

The following represents basic Architectural, Structural and Mechanical/Electrical/Plumbing Engineering services that we would provide for the proposed project as noted above. It is understood that if needed, the Owner will engage separately a Land Planner and Civil Engineer.

A. Record Drawings Phase

The Architect will visit the site and field measure both the existing floor plans and exterior elevations as required to create a set of record drawings for use in both phases of the project and in developing any future design work.

B. Schematic Design Phase

Based upon the program information, initial code and zoning research and design direction for this project as provided by the Owner, the Architect will begin designing and documenting preliminary schematic floor plans for Owner review and approval.

As part of the review process, the Owner may require that the Architect make modifications to the plan design for one final review in order to arrive at a final, approved schematic plan. After two iterations of the building design, any additional iterations of the plans beyond this initial and follow-up design can be provided as requested for an additional fee.

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 fees associated with this process/certification.

C. Design Development Phase

Based upon an approved schematic design with minor adjustments in scope (10% or less change in design), the Architect will prepare Design Development documents that fix and describe the size and character of the project as to Architectural, Structural, Mechanical, Electrical and Plumbing systems, materials and such other elements as may be appropriate.

The result of this phase is intended to provide adequate information and systems description for the Owner to secure preliminary pricing and construction cost evaluations. It is highly recommended that the Owner secure the services of a General Contractor to assist in the Design Development pricing in order to confirm that the design direction proposed is consistent with the original budget.

This phase includes the following:

- Plans, elevations, sections and other drawings as necessary to illustrate the design of buildings. These drawings will include building data for the project, code analysis, building plans, roof plans, building elevations, building section and generic wall sections. Structural, Mechanical, Electrical and Plumbing drawings in this package will identify the basic building systems for the project.
- Material and color selections for exterior finishes.
- Presentations for review and approval of final design.
- Meetings and coordination with the Owner and other consultants as necessary to facilitate the completion of this phase.

As a part of this phase, once preliminary pricing has been established and final design direction approved by the Owner, the Architect will produce one marketing-level photo-realistic rendering. Should additional renderings be requested the Architect can provide them as an additional service.

D. Construction Document Phase

Based upon the approved design development 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, 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 have been submitted to the local building department for permitting.

This phase includes:

- Submittal of Construction Documents to local building code departments. Note that the scope of the Architect is limited to building code compliance and does not cover site issues

or any other information submittal to local government agencies. It is expected that the General Contractor will be responsible for managing the permit procurement process and providing any information outside of building plans and/or specifications necessary as a part of the permit process.

- Note that this phase is not intended to include building permit approval and addressing city comments and / or any city-required changes will be managed within a future phase of work (see below).
- Coordination with Owner, Structural, Mechanical, Electrical, and Plumbing Engineers.
- This phase does not include the development of any fire sprinkler plans. Should these be desired by the Owner or required by the city during the permitting phase of the project we can provide these services as an additional cost. We would propose that they be provided in cooperation with a local fire sprinkler subcontractor by way of shop drawings.

E. Bidding/Negotiation Phase

The Architect will provide the following efforts as part of this phase of the project as noted below:

- Coordination with building departments and other governmental agencies relative to building code compliance to address city-required comments.
- Addressing General Contractor's questions during the bidding/pricing phase of the project prior to finalizing their contract with the Owner.
- Prepare all addenda required to describe project clarifications required by the selected bidders. Additionally, the Architect will coordinate with the building department(s) and respond to any document review comments.
- Should **Value Engineering** efforts be required at any phase of the project 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.

F. Construction Administration Phase

The Architect will provide construction administration services as noted below:

- General Observation of the construction for the purposes of certifying the General Contractor's Application for Payment and addressing questions or clarifications arise during the course of the work.
- The fee as described below is based on a construction duration of 12 months with the assumption of attendance at one site visit / OAC meeting per week.
- 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 record drawings 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.
- Note that fees for Construction Administration services are based on the Architect serving as the Owner's representative throughout construction. If the Owner elects to engage the services of a Construction Manager at any time in the design and/or construction process, an alternate fee structure between the Architect and Owner will need to be negotiated as a Construction Manager relationship frequently involves additional coordination time from the architect.

III. 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 of the amount expended by the Architect, their 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.

IV. OPTIONAL ADDITIONAL SERVICES

The Architect is available to provide additional services to the Owner as requested. Additional services include those items that are beyond the standard services noted above. While not a complete list, these may include:

- Early release packages (foundation package, structural package, etc.) are not part of the proposed services. Should the Owner desire early release packages, an appropriate fee can be determined for each package identified.
- Providing design services for facilities outside of the original scope of the project.
- Making revisions to the drawings and other documents based on changes in the project description as outlined above.
- Providing special consultant services required for this project as requested by the Owner or required by the local governing authorities.
- Providing design assistance or review of the design or selection of signage, fixtures, accessories, etc. for the interior or exterior of the building.

- Finish, Furnishings and Equipment procurement by Interior Designer including all selections, purchasing and installation.

V. BASIS OF COMPENSATION

Invoices for Basic services and Reimbursable expenses will be prepared monthly in proportion to services performed.

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

Architecture:

○ Record Drawings:	\$ 4,500.00
○ Schematic Design:	\$ 20,142.00
○ Design Development Phase:	\$ 26,856.00
○ Contract Documents Phase:	\$ 58,172.00
○ Bidding/Negotiation Phase:	\$ 6,714.00
○ <u>Construction Admin. Phase:</u>	<u>Hourly w/ estimated range (\$ 30,000 – \$ 40,000)</u>
Subtotal Architecture Fee:	\$ 156,384.00 (Total includes top end of hourly range)

Structural Engineering:

○ Design Development Phase:	\$ 2,200.00
○ Construction Documents Phase:	\$ 1,320.00
○ <u>Construction Admin. Phase:</u>	<u>Hourly w/ estimated range (\$ 1,500 – \$ 3,000)</u>
Subtotal Structural Fee:	\$ 6,520.00 (Total includes top end of hourly range)

Mechanical/Electrical/Plumbing Engineering:

○ Design Development Phase:	\$ 6,600.00
○ Construction Documents Phase:	\$ 6,600.00
○ <u>Construction Admin. Phase:</u>	<u>Hourly w/ estimated range (\$ 2,500 – \$ 5,000)</u>
Subtotal MEP Fee:	\$ 18,200.00 (Total includes top end of hourly range)

Total Fees: **\$ 181,104.00**

Note that pricing as described above is based on a design process duration (Schematic Design Phase through Construction Document Phase) of 4-6 months. Should factors or constraints outside the control of the Architect increase the design process duration beyond this time, the Architect will provide an Additional Services fee for work made necessary by the unplanned extension of duration.

Hourly Rate Schedule: Refer to Appendix A for the 2025 Hourly Rate Schedule. Please note that this schedule adjusts on January 1 of each year.

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. GENERAL CONDITIONS:

Refer to Appendix B for General Conditions

VIII. 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.
- Note that the fee structure as described in this agreement is based on an industry standard flow of work from phase to phase and an expected design duration of no more than six months. Should the Owner require that the project be put on hold for an extended period of time not caused by the efforts of the Architect, there may be additional services necessitated by the delayed restart and required mobilization efforts.

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.

OWNER: City of Mt. Pleasant

BY: _____ **Signed**

BY: _____ **Printed**

DATE: _____

ARCHITECT: 906 Studio, PLLC



BY: _____

Michael Hathaway, AIA
Principal
906 Studio, PLLC

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APPENDIX A

906 Studio PLLC - Hourly Rates for 2025

Principal:	\$240.00
Arch Senior Project Manager:	\$220.00
SR Project Architect III:	\$195.00
SR Project Architect II:	\$185.00
SR Project Architect I:	\$175.00
Project Architect III:	\$165.00
Project Architect II:	\$155.00
Project Architect I:	\$145.00
Arch SR Design Professional III:	\$165.00
Arch SR Design Professional II:	\$155.00
Arch SR Design Professional I:	\$145.00
Arch Design Professional III:	\$135.00
Arch Design Professional II:	\$125.00
Arch Design Professional I:	\$115.00
Interior SR Project Manager:	\$160.00
SR Interior Designer III:	\$155.00
SR Interior Designer II:	\$145.00
SR Interior Designer I:	\$140.00
Interior Designer II:	\$135.00
Interior Designer I:	\$125.00
Interior SR Design Professional:	\$130.00
Interior Design Professional III:	\$125.00
Interior Design Professional II:	\$115.00
Interior Design Professional I:	\$105.00
Administrative:	\$ 65.00

Please note that this rate schedule is valid through December 31, 2025, and rates will be adjusted January 1, 2026.

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APPENDIX B

906 Studio PLLC – General Contract 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 and Marketing:** 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.