



February 15, 2024

Chief Mark Foulks
City Of Mt Juliet
2425 N Mt Juliet Road
Mt Juliet TN 37122

RE: Proposal for Design Services
Fire Station #4
4370 Old Lebanon Dirt Road
Mt. Juliet, TN
HGArch #23014

Mark

The Hall Group is pleased to offer you the following proposal to provide architectural and structural design services in addition to Owner Representation for the above referenced project. Our fee proposal is based on the following:

SCOPE OF PROJECT

The project will consist of a new full-service fire station with training center composed of roughly 15,000 SF. The program consists of common areas including day room with kitchen and associated storage, 12 sleeping rooms, training room, battalion chief's space, 4 drive thru bays with support spaces and a multifunctional training facility in addition to other support spaces. The project will be considered an essential facility and reviewed by the City of Mt Juliet planning commission and permit offices.

It is our understanding that the project will be conceptually designed by our office along with conceptual structural, mechanical, plumbing, and electrical narratives per the deliverables listed to a point where it is applicable to issue an RFQ to select design build entities. We will work with you to provide the selection documents for and facilitate the design building provider selection process. Upon selection of a DB entity, our team would like to continue to provide design services through the Construction Issue drawings phase depending on timing and workload. The DB entity will provide structural, mechanical, plumbing, electrical and fire protection engineering services to complement our design efforts. Should for some reason not be able to provide the architectural CD phase services, the DB entity will also provide the architect of record. In this case, we would transition into the role of Owner's Representative at this time.

The Hall Group is well experienced with the design build process and will take the lead on design coordination between the disciplines if the AOR. As such, our firm would traditionally continue to represent the City of Mt Juliet during construction as the Architect of Record providing typical AIA construction observation services. However, instead of trying to wear two hats at once, we will provide those services as part of the role of Owner's Representative. This will keep the contractual relationships clearer. The design and construction phases are broken down below.

RESPONSIBILITIES OF THE HALL GROUP

The Hall Group will assume the following responsibilities:

Schematic Design Phase

- Meet with you on site to review the existing conditions.
- The schematic documents will identify area allocations, conceptual organization of exterior and interior spaces, conceptual image and building massing, usage of feature interior and exterior materials. Selection of structural system and a general understanding of mechanical, plumbing and electrical systems will be in narrative form but no engineering will be performed at this phase.

DB Request for Proposal Phase

- The Hall Group will create and facilitate the process of inviting, reviewing, assisting you in interviewing, and selecting a design build team. We will ask for their fee, general conditions, schedule, key project staff and identification of MPE & FP engineers. Another architect may be brought on board at this time for the construction documents phase. The basis for procurement will be “cost of construction with a guaranteed maximum”.

Construction Document Phase

- Provide the following architectural drawings:
 - General Notes and Information
 - Life Safety Plans
 - Floor plans
 - Reflected Ceiling Plans
 - FF&E plans
 - Wall Sections and Details
 - Finish Schedule
 - Interior Elevations
 - Door Schedule and Details
 - Window Elevations
- Provide structural slab, wall & roof framing system designs and details along with a construction quality control and special inspections plan.
- Coordinate the following design build services of the new MPE&FP systems related to the following:
 - HVAC Systems
 - Potable Water & Wastewater System
 - Exit and Egress Lighting System
 - Electrical Power Distribution
 - Solar integration
 - Gas Distribution (for HVAC, kitchen and plumbing equipment)
 - Fire Protection System intent
- Prepare construction drawings and specifications for use in permit acquisition and construction.

Construction Phase Services

- The architect’s responsibilities for observing construction and determining if the contractor is supporting the design intent fall into six categories: construction observation, document clarification, submittal review, payments to the contractor, certification of completion, and

project closeout. We are rolling these services into the Owner's Representative role and this will not be a separate service

Owner's Representative

- As your Owner's Representative, it ensures our office can work for the best interest of you the owner and intervene and advocate for your goals for the project vs working for the GC.
- An Owner's Representative, we will assist with managing interactions with other government agencies, utility companies, lawyers, engineers, AV/IT companies, design-build contractors, furnishings and equipment, occupants, etc for the benefit of the owner and project.

RESPONSIBILITIES OF THE CLIENT

The following items will be the responsibility of the City of Mt Juliet:

- Work with the architect to establish accurate programming and project needs.
- Provide civil engineering schematic design services.
- Provide geotechnical engineering.
- Provide site as-built survey services.
- Be available to attend meetings when recommended to do so.
- Provide equipment list and other related information relevant to our design.
- Review the drawings for compliance with the overall design intent and issue written comments to The Hall Group prior to the completion of the design.

RESPONSIBILITIES OF THE DESIGN BUILD ENTITY

The following items will be the responsibility of the yet to be selected owner's DB entity:

- Provide civil and landscape design services.
- Provide cost estimating services.
- Search for and facilitate potential grants.
- Provide mechanical, plumbing, electrical, and fire protection engineering services.
- Provide the staff, subcontractors, and financial aspects necessary to construct the project.
- Ensure the owner's budget and schedule are the project's priority.

EXPANDED SERVICES

The following items will be considered expanded services to this scope of work, which we will perform if desired, but they are not included in this proposal:

- Significant changes in scope after beginning the Construction Documents Phase
- Any change in scope after completion of the Contract Documents
- As built or Record drawings
- Commissioning Services
- LEED Facilitation / Documentation

PROPOSED FEE

Our proposed fees for the above phases of work is based on the State of Tennessee Basic Services Fee Formula 35/logP-1.15. As it applies to this project, 15,000 SF at an estimated cost of \$550/SF is a total estimated cost of \$8.25M. With the sliding scale formula applied, the overall design fee would be roughly 4% or \$330,000.

With a heavy design effort on the front end (SD), this fee is traditionally broken down as 30% SD, 55% CD and 15% CA. We are using these numbers as follows:

Schematic Design Phase	\$99,000
DB Requests for Proposals	\$12,500 (not part of a basic services fee)
Construction Documents Phase	\$181,500
Construction Administration Phase	\$49,500 (50% roll into OR fee/balance to EORs)

Owner Representative (OR) Should we retain the AOR position, we would take over OR role at the acquisition of a building permit. The fee would be half the CA phase fee plus an allowance of an additional 24hrs(3 days) / month (\$6,000) for representative duties. Any additional hours would be on an hourly basis based on the attached rate schedule. Should our firm not be the AOR during the CD phase, to take on the OR role at DB handoff, we will charge an additional 10% of the CD design fee which is \$18,150. In turn, the efficiency of the construction schedule and operational organization will dictate the overall fee.

Fees do not include reimbursable expenses (see below). We will invoice at based on percentage of our work completed per phase.

REIMBURSABLE EXPENSES

- We will bill you for our direct reimbursable expenses related to this project
- Reimbursable Expenses are subject to annual review and adjustment. The specified expenses include all administrative factors.
- Reimbursable expense rates in effect on the date of this agreement are:

Mileage (auto)	<u>\$0.67</u> /mile
Courier Service, Out of House Printing, etc	Cost + 15%

CLARIFICATIONS

- We assume the current electrical, water, sewer and gas services being provided to the site will be sufficient for the project needs.
- The Hall Group's Standard Terms and Conditions will apply to this agreement, (unless otherwise modified by another written agreement). See Attachment "A".
- We will not undertake any additional services without your authorization. Our standard hourly rates in connection with this project are listed below:

Principal	\$ 250.00/hour
Senior Engineer	\$ 265.00/hour
Architect/Engineer	\$ 195.00/hour
Designer	\$ 150.00/hour
CAD Technician	\$ 95.00/hour
Administrative	\$ 75.00/hour

Mark, we have thoroughly enjoyed working with you to date and appreciate the opportunity to offer you this proposal. Please call me if you have any questions or comments. We look forward to continuing to build a long relationship with you and the City of Mt Juliet.

This proposal is contingent on the execution of a written contract agreement between The Hall Group, LLC and The City of Mt. Juliet or its assignee. An authorized signature below indicates that the signee agrees to the terms of this proposal, and that this document shall serve as the entire agreement. Should we need to break these services up into separate agreements, please advise.

Sincerely,



Jeff W. Hall, AIA
LEED AP BD+C

Acceptance by:

Signature(s)

Printed Name and Title

Client Address (if different that delivery above)



2024 STANDARD TERMS AND CONDITIONS (ATTACHMENT “A”)

ACCESS TO THE SITE/ JOBSITE SAFETY

Unless otherwise stated The Hall Group, LLC (“HGA”) will have access to the site for activities necessary for the performance of the services. The Client understands that HGA 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.

INDEMNIFICATIONS

Should HGA become involved in third party litigation as a result of its performance of work for the Client under this agreement, the Client agrees to defend and hold harmless and pay all attorney’s fees for such litigation. If any claim is brought against either the Client or Consultant by any third party, relating to the negligence of the Client or Consultant, each party shall indemnify the other against any loss or judgment, including attorney’s fees and cost, to the extent that such loss or expense is caused by the party’s negligence.

INSURANCE

HGA shall secure and endeavor to maintain such insurance as will protect the Client from claims of negligence, bodily injury, death, or property damage which may arise out of the performance of HGA under this agreement.

RISK ALLOCATION

In recognition of the relative risks, rewards, and benefits to both the Client and HGA, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, HGA’s total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses from matters arising out of HGA’s negligence shall not exceed the greater of our fee for design services, or \$15,000, unless otherwise modified in a written agreement, contract, or proposal letter. If there is a discrepancy between these terms and conditions, and the written agreement, the written agreement / contract / proposal letter terms shall take precedence.

TERMINATION OF SERVICES

This agreement may be terminated by the Client or HGA upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of HGA, the Client will compensate HGA for services performed prior to termination, together with Reimbursable Expenses due.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic Services, and include, but are not limited to, expense of transportation in connection with the project; expenses in connection with authorized out-of-town travel and doing business in the project location; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, and specifications, and other documents; expenses for postage, and handling of drawings. These reimbursable expenses shall be billed as a multiple of 1.15 times the cost incurred by HGA, unless specified otherwise in the written agreement.

DISPUTES 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 a non-binding mediation, subject to the parties agreeing to a mediator.

OWNERSHIP OF DOCUMENTS

All documents produced by HGA under this agreement are instruments of service and as such shall remain the property of HGA and may not be used by the Client or any person or endeavor without written consent of HGA.

APPLICABLE BY LAW

Unless otherwise provided, this agreement shall be governed by the laws of the State of Tennessee.

BILLINGS AND PAYMENTS

Invoices for services shall be submitted, at HGA's option, either upon completion of such services or on a monthly basis, unless otherwise stated. Invoices are due when rendered and shall be considered past due if not paid within Thirty (30) days after issue date. If the invoice is not paid within thirty (30) days, HGA may, without waiving claim or right against Client, and without liability whatsoever to Client, terminate the performance of services. Retainers or initial payments shall be credited on final invoice.

LATE PAYMENTS

Unpaid invoices will be subject to a monthly charge of 1.5% of the then unpaid balance (18.0% true annual rate), at the sole discretion of HGA. In the event the account or any portion thereof remains unpaid sixty (60) days after billing, the Client shall pay all cost of collection incurred by HGA, including reasonable attorney's fees.

OPINIONS OF CONSTRUCTION COST

Any opinion of probable construction cost prepared by HGA represents our judgment as design professionals and is supplied for general guidance of the Client. Since HGA has no control over the construction market, HGA does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to Client.

EXISTING AND HIDDEN CONDITIONS

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If HGA has reason to believe that such a condition may exist HGA will notify the Client who shall authorize and pay for all cost associated with the investigation of such a condition and, if necessary, all cost necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification., or (2) HGA has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and HGA shall not be held responsible for the existing condition nor any resulting damages to persons or property. Further, HGA will not be required to execute any document that would result in certifying, guaranteeing, or warranting the existence of conditions whose existence HGA cannot ascertain.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that if HGA's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, then such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against HGA that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold HGA harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities, and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of HGA.

If the Client request in writing that HGA provide any specific construction phase services and if HGA agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in this agreement.

FORCE MAJEURE

Neither Party shall be liable to the other for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy.

The Architect and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions.

Remote meetings and remote site observation and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions.

END OF TERMS AND CONDITIONS