

architect WORKSHOP

05 March 2025

Kenny Martin
City Manager
City of Mt. Juliet, TN

2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122

Space Needs Study

City of Mt. Juliet Proposed City Hall

PROFESSIONAL SERVICES AGREEMENT

We appreciate the opportunity to provide this agreement and are looking forward to continuing working with the City of Mt. Juliet to analyze the existing city hall facility and prepare a space needs study for a replacement facility to address current and projected growth over the next 10-20 years. The Architect Workshop, pllc (the Architect) proposes to provide professional architectural and related services as described below. This agreement shall define the scope of services, roles responsibilities and compensation for the requested services.

Scope of Services:

Space Needs assessment and related documentation refer to attached detail for scope of services and deliverables.

Schedule

We propose the development of space needs will require over 300 hours of our time, depending on the speed of city staff responding to questionnaires and scheduling of meetings, a study of this scale should take approximately 6-8 weeks. We find that the review periods and meeting schedules drive the over schedule more than our work efforts. If there are specific dates the city is wanting to meet, we can review to see if we can provide a more compressed schedule

Fees

Based on the proposed scope of services we propose to provide these professional services for a lump sum of \$61,000 plus reimbursable expenses. If there are any additional services, we will provide a separate proposal at the time they are requested.

We appreciate the opportunity to provide you with this agreement. If all of this is satisfactory to you, please sign and return this form authorizing the Workshop to proceed with the professional services as described above. If you have any questions, please call, and thank you again for your trust in our skills.

Sincerely,



J. E. Kennon, Jr. AIA
for the architect **WORKSHOP**, pllc

04 March 2025

Date

Authorized Representative for the City of Mt. Juliet, Tennessee

Date

ATTACHMENTS:

DETAILED Scope of Services
Terms and Conditions of Agreement
Architect Hourly Rates and Reimbursables Rate

Detailed Scope of Services

The following shall define the scope of services to the agreement for proposed space needs study for a city hall

	venue
Task 1: Discovery	
Kick off meeting to schedule and sequence space study	Mtg 01
travel	travel
Identify / request / review background data (organizational / staffing charts, fleet data, management reports, operational assessments etc.)	office
Review and synthesize data from city to prepare questionnaires and for interviews	office
Prepare staff questionnaires with emphasis on evolving operational needs	office
Issue questionnaires and manage their return and follow up	office
Review and synthesize data from completed questionnaires	office
field trip to visit similar city halls as case studies	Mtg 02
travel	travel
walk and measure existing building - determine existing space sizes, work flow, relationships of department, other inefficiencies	Mtg 03
travel	travel
Review and synthesize data from existing building	office
Develop proposed space standards for work areas and offices	office
Review with City conclusions of analysis and propose prototype office and work area sizes and types	MTG 04
travel	travel
Prepare and schedule two day on site staff interview workshop	office
On-site staff interview workshop 01	MTG 05
travel	travel
On-site staff interview workshop 02	MTG 06
travel	travel
document staff interview workshop findings	office
sub-total hours projection	126 hours
sub-total fee projection	\$ 25,650
Task 2: Space Needs Data Synthesis	
Using input from workshop develop proposed space needs	office
Develop proposed adjacency diagrams	office
Refine proposed office and workspace prototypes	office
Review with City first draft of proposed space needs and adjacency diagrams	MTG 07
travel	travel
Update proposed space needs and diagrams based on review	office
Review with City updated draft of proposed space needs and adjacency diagrams	MTG 08
travel	travel
sub-total hours projection	102 hours
sub-total fee projection	\$ 20,200

		venue
Task 3: Documentation		
Prepare final documentation of study		
work product outline and tasks		
a. index and executive summary		office
b. methodology / trends /case studies		office
b. Recommended design guidelines/ staff goals/aspirations		office
d. Illustrated space standards		office
e.. Square footage spreadsheets		office
f. Adjacency diagrams		office
prepare visual presentation for committee, commission, etc		office
presentation to requested groups (meeting 01)		MTG 09
travel		travel
presentation to requested groups (meeting 02)		MTG 10
travel		travel
sub-total hours projection	75	hours
sub-total fee projection	\$ 15,150	

Total Projected Professional Hours	303 hours
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Total Professional Services Fees	61,000
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Reimbursable Expenses Budget (w/10% administrative fee):	\$ 2,000
mileage 70 cents/mile typical mileage 40 miles roundtrip	10 meetings
misc. reimbursables, additional travel, printing, etc	

Notes:

1. Assumption that on-site staff and user group interview workshops to be conducted in current council chambers and scheduled to occur on two days concurrently
2. Existing building evaluation will be limited to understanding the current operational needs & shortcomings, no drawings prepared only spreadsheet analysis
3. Future growth of staffing needs to be furnished by city
4. The above fee assumes the final deliverable will be a "space needs" type study. It will assign square footage allowances per work areas and related support spaces, based on the city furnished staff growth and service needs. It will assess space implications of changes to operational models (such as a "service first" public counter. It is to be used for basic decision making to determine efficiencies. Prior to any eventual design it is recommended that a detail room data study be developed to provide detail requirements for each space type, including but not limited to furniture, data and technology, security, heating cooling and lighting criteria.

deliverables

1. Space needs will utilize staffing projections (furnished by City) and identify number of, and size of, rooms including offices and workstations (without drilling down into specifics of office equipment, files etc.)
2. Bulk adjacency diagrams showing relationships of major spaces and departments to each other to accommodate desired relationships for work flow and public access
3. projected site needs and parking needs based on conclusions of staff and service growth over the time period for the space needs projections
4. space needs based on space standards (space standards to be based on discussion with the City about space standards establishing roles and positions criteria for types of works space (who gets private offices, vs open offices, vs shared offices and open shared spaces)

exclusions

1. Preparation of detailed room data sheets (specifics of office equipment, files, etc.)
2. Preparation of highly detailed spreadsheets (won't say how many file cabinets etc.)
3. Preparation building and/or site concept plans, to validate space needs will "fit" on proposed site

Terms and Conditions of Agreement (the keep the insurance agents and the lawyers happy section)

The following describe the terms and conditions of the professional services agreement between **The Architect WORKSHOP, PLLC** [the Architect] and **City of Mt. Juliet, Tennessee** [the Client] for the professional services as related to the scope of services described in the agreement to which these terms are attached.

Architect's Responsibilities: The Architect shall provide the professional services as set forth in this agreement. The Architect shall perform services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The Architect shall not be responsible for the Client's directives, or substitution, or Client's acceptance of non-conforming work, made without the Architect's acceptance.

Client's Responsibilities: The Client shall coordinate the services of their own consultants with those services provided by the Architect. The Client shall require that the consultants retained by the Client maintain professional liability insurance as appropriate to the services provided. The Client shall furnish tests, inspections and reports required by law or the authorities having jurisdiction over the project. The Client shall maintain commercial general liability insurance. The Client shall be solely responsible for the management and coordination of the construction of the project.

Billings and Payments: The Architect's professional services invoices for services shall be submitted, on at least a monthly basis. 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, the Architect may, without waiving claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of services.

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

Reimbursable Expenses: Reimbursable Expenses are in addition to compensation for professional services, and include, but not limited to, expense of transportation, greater than 50 miles from the Architect's office, in connection with the project; expenses in connection with authorized out-of-town travel; 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 in connection with the project. These reimbursable expenses shall be billed as a multiple of 1.0 times the cost incurred by the Architect.

Insurance: The Architect shall secure and endeavor to maintain insurance as identified below as related to the performance of professional services under this agreement. The Architect shall provide certificates and appropriate endorsements upon execution of this agreement and require the minimum insurance coverage listed below of any sub-consultants. General liability and Automobile Liability Insurance minimum coverage amounts of \$1,000,000 each occurrence and general aggregate. Client will be named an additional insured on these policies with respect to this work. Professional Liability Insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 annual aggregate. Statutory workers' compensation insurance, including employer's liability coverage with minimum limits of \$1,000,000 when legally required of the Architect or its sub-consultants.

Termination of Services: This agreement may be terminated by the Client or the Architect 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, the Architect, the Client shall compensate, the Architect for services performed prior to termination, together with the Architect's reimbursable expenses. So long as the Architect has been paid as required herein for services performed to the date of termination, the Architect shall provide a copy of its reports and drawings (as they exist at termination) to the Client.



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, in accordance with the Construction Industry Mediation Procedures. If the parties do not resolve a dispute through mediation, the dispute shall be resolved in a court of competent jurisdiction.

Notwithstanding an intentional tort, it is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect and its sub-consultants, a professional limited liability corporation, and not against any of the Architect's individual employees, officers or directors.

Applicable Law: Unless otherwise provided, this agreement shall be governed by the law of the laws of the State of Tennessee. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Ownership of Documents: The Owner acknowledges the Architect's documents, including electronic files, as the work papers of the Architect and the Architect's instruments of professional service. Nevertheless, the final documents prepared and delivered to the Owner under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Architect. Transfer of the electronic files to the Owner shall not limit the Architect's rights to use the documents in marketing, business development or in any other manner.

Under no circumstances shall the transfer of ownership of the Architect's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Architect's rights in any of the foregoing, as described by in section 102 of the 1990 Architectural Works Copyright Protection Act, absent the Architect's express prior written consent.

An original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, is subject to copyright protection as an "architectural work" under section 102 of the Copyright Act (title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design but does not include individual standard features or design elements that are functionally required.

Publication Recognition: The Client agrees to credit the Architect for design in all subsequent marketing publications, websites, etc. to the best of their ability.



hourly rates

effective 01 January 2025 (rates reviewed and adjusted annually)

principal architect	\$ 230	per hour
project architect	\$ 175	per hour
support staff	\$ 175	per hour

reimbursable expenses

printing, plotting, document reproductions	cost plus 10%
out-of-town travel and expenses	cost plus 10%
travel more than 20 miles from the workshop, otherwise	cost plus 10%

