

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Project Number 2018-010
COF Contract Number 2018-0154**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **The Architect Workshop, PLLC**, hereinafter referenced as Consultant, who mutually agrees as follows:

DECLARATIONS. City desires to retain Consultant to provide architectural, related technical, and other services in connection with City’s project hereinafter referenced as Project. The Project is described as follows:

CITY OF FRANKLIN NEEDS ASSESSMENT

1. **SCOPE OF SERVICES.** Consultant shall provide architectural and related technical services for the Project in accordance with the SCOPE OF SERVICES as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not-to-Exceed Amount of **One Hundred Forty-Six Thousand Eight Hundred Sixty-Eight and No/100 Dollars (\$146,868.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2018

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry.
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from engaging

independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this paragraph.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, **SCOPE OF SERVICES**; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, **SCOPE OF SERVICES**.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and

orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the

performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

- 5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 **TIME OF THE ESSENCE.** The parties agree that **TIME IS OF THE ESSENCE** with respect to the parties' performance of all provisions of the Agreement.
- 6.2 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.3 Should City request changes in the scope, extent, or character of the Project, the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives

any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or its authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of

the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.

- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
 - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type, is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due

upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

- 9.2 Consultant shall be paid in full for all services under this Agreement, including City-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.
- 9.3 TRAVEL EXPENSES. The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS.

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole

use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **DRUG-FREE WORKPLACE.** The Consultant, by execution of this Agreement, binds itself to maintain a drug-free workplace program that complies with T.C.A. §50-9-101 through §50-9-113 during the life of this Agreement or project.

ARTICLE 11. EXTENT OF AGREEMENT.

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that State's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney

the architect **WORKSHOP**
architecture design planning management

Professional Services Agreement

13 June 2018

Brad Wilson | Facilities Project Manager
City of Franklin | City Hall
Franklin, Tennessee 37064
email: brad.wilson@franklin.tn.gov

Franklin Space Needs Assessment

We appreciate the opportunity to provide this proposal and are looking forward to working with you to provide the City Hall Space Needs Assessment. The Architect **WORKSHOP**, pllc (the Architect) proposes to provide the professional architectural and related engineering design services as described below.

SCOPE OF SERVICES:

We, along with our proposed project team of consultants, have developed the project scope of services as outlined in the attached exhibits.

Consultant Team:

Architectural - James Kennon - TAW
Programming - Jim McClaren - MWL
Structural - Mark Savage - EMC Structural Engineers
MPE - Tracy Worley - Edmonds Engineering
Economics Analysis - Randall Gross

FEES

Our fee for the above services are outlined on the attached sheet totally \$146,868.00 for proposed design services, excluding any hourly rates that apply.

SCHEDULE

Due dates to be developed after approval of phases.

Sincerely,


James Kennon
the architect **WORKSHOP**

13 June 2018

Date

Brad Wilson, City of Franklin Facilities Project Manager

Date

We appreciate the opportunity to provide you with this proposal. If all of this is satisfactory with you, please sign and return this form authorizing the Workshop to proceed with the design services as described.

City of Franklin City Hall Space Needs Assessment
13 June 2018

Professional Services Agreement

ATTACHMENTS

Draft Schedule and Scope of Services 07 May 2018E
Terms and Conditions of Agreement
Exhibit A Fee Schedule
Hourly Rate Schedule - TAW
Hourly Rate Schedule - MWL
Randall Gross Proposed Scope of Services

07 May 2018

A. Space Needs Assessment: the Architect Workshop and McClaren Wilson Lawrie

Our process will be informed by a sequence of staff questionnaires, staff interviews and reviews with City leadership. In addition to the information provided by staff and leadership, the teams' decades of experience in defining not only the space allocations for the identified spaces, but the often-underestimated nevertheless necessary functional support spaces which will result in a total space assignment that is realistic and workable. This process will lead to a final report that has been vetted and reviewed sufficiently before becoming a public document.

Specific Tasks

- Identify and delineate individual space needs, set area allocation and determine specific space requirements
- Calculate staff growth and space demands within the 20-year time frame.
- Define support space allocations for hallways, lobby areas, meeting spaces, break rooms, storage, filing, restrooms, copy and printing centers, storm shelters, and other requirements for City departments as identified through the process.
- Compile total space requirements for individual departments and for each position based upon employee position types or job families for each City department (Excel spreadsheet format)
- Determine special space requirements for individual departments, such as permit/plans review centers (Planning & Sustainability, Engineering, and Building and Neighborhood Services) and break out spaces for designated areas such as Administration, Finance, HR, Fire, IT, private offices, and records storage spaces.
- Develop requirements for a City Boardroom area/meeting space, City Court Space including modern public address and multimedia technology
- Determine the emergency power requirements for City Hall facilities
- Consider perceived future needs of the various City departments
- Develop space standards to be applied across the entire organization
- Determine parking requirements to accommodate staff, customers, and public participation at community meetings/events.
- Propose phasing of future space needs growth of City Hall to accommodate staff and service needs beyond 20 years

B. Review of Current Facilities Workshop and Engineering Team

The Architect Workshop and the Engineering Teams' experience with the local building industry, understanding of current construction environment and strong working relationship on previous renovation projects will allow us to provide an effective review and analysis of the existing structure and facilities. Understanding that the current City Hall has been reviewed multiple times over the past decade or more, we intend to confirm previous findings and provide a clear definitive summary of the current conditions, assets and limitations of existing City Hall building and structure.

Specific Tasks

- Inventory current facility infrastructure, site conditions and public services within the City Hall facility
- Identify significant deficiencies in the existing facility and/or site, including ADA and code compliance and site-related security considerations
- Develop a report on the existing facility regarding condition, current maintenance required, and short- and long-term operation

C. Economics Randal Gross (statistics and quantities) – Workshop (graphics)

Randal Gross's expertise as an economist will inform the space requirements assessment by applying demographic and economic growth, standards, past trends, and emerging service requirements. From his experience and research, he can forecast needs of the City Hall based on factors other than just

07 May 2018

the departments' own internal recommendations. This can ensure that the analysis accounts for external factors impacting space requirements in addition to internal staff and leadership expectations.

Specific Tasks

- Evaluate existing site and/or land, parking, and facility pertaining to ongoing and future maintenance cost
- Evaluate potential for white box and potential rental spaces for other agencies on ground floor spaces along Third Avenue
- Compare development cost of construction of new space or lease space and potential payback to City if space was leased
- Evaluate cost and feasibility to build a new on-site City Hall Facility and/or cost per square foot
- Evaluate cost and feasibility to efficiently modify the existing facility to meet the determined 20-year-plus need for a City Hall facility at its permanent and current location

D. The Game Plan

Entire Project Team

Our team will use the information gathered under the three previous steps to develop conceptual stacking diagrams for renovations and replacement scenarios. These proposed scenarios will be evaluated for economic impact and potential timelines. As an end result, we would produce, not just a dry report, but graphic representation of the information which can be used to communicate the vision for the City Hall renovation or redevelopment to the various leadership teams, City Council and general public. This step will accomplish the following specific task from the RFQ:

Specific Tasks

- Define implementation steps and milestones necessary to fulfill the findings of the space assessment
- Identify future needs of the 20-year time frame in terms of excess square footage

Proposed Needs Assessment Deliverables

-
- Space needs tabulation, including proposed space standards for offices, conference spaces, etc.
 - Analysis of Existing conditions
 - Test Fit of Space Needs with existing structure and as potential new construction/ addition diagrams
 - Proposed Renovation/Redevelopment Budget
 - Proposed Renovation/Redevelopment Schedule
 - Economic Evaluation of proposed renovation/redevelopment, and new construction options, including economic feasibility of public/private development and lease options

Proposed Schedule

A. Space Needs Assessment:

- A. data gathering 6-8 weeks
- B. data synthesis 4-6 weeks
- C. preparation of draft 4-6 weeks

B. Review of Current Facilities 4-5 weeks

C. Economics 4-8 weeks final scope would impact duration

D. The Game Plan

4-6 weeks post acceptance of A, B and C

Schedule can be impacted by the number of desired public meetings and internal meetings
Schedules for tasks can be overlapped as needed to meet overall time line for City goals

Exhibit A

**Professional Services Fees
Franklin City Hall Space Needs**

phases	Professional Team Members					Totals	% of fee
	TAW	MWL	EMC	Edmonds	Randall Gross		
data gathering deliverable - questionnaires, space standards, meetings and notes and demand driven space analysis meetings - kick off - webbased - onsite interviews multi-day tasks - prepare questionnaires, suggested space standards, assemble background information provided by City and RG/DE	\$ 3,878	\$ 23,618	\$ -	\$ -	\$ 5,600	\$ 33,096	23%
public forum for input workshop for user groups and interested parties to provide input and perspective - summary notes	\$ 8,440	OPTIONAL allow \$11,000 +/- plus travel				\$ 8,440	6%
data synthesis deliverable 3-4 page spreadsheet summarizing findings of data gathering and public forum	\$ 1,615	\$ 10,949				\$ 12,564	9%
review current facilities deliverable - multi-page report on state of existing building - addressing current use, current mep systems, current shortcomings, current structural condition, based on field visit and use of existing documents provided by City	\$ 7,500	\$ -	\$ 750	\$ 6,000		\$ 14,250	10%
economics includes, team and client meetings - kick off meeting, interim report on findings, final presentation of findings and recommendations, Existing conditions assessments, Demand Driven Space Requirements - (mesh with MWL data gathering) External use and Income Generating Opportunities, ROI analysis, Recommendations					\$ 9,350	\$ 9,350	6%
the game plan Summary of findings of MWL, RG/DE and team in written and visual presentation deliverables written report, potential stacking diagram of overall site multi-page document - space needs, methodology, trends influences, designer guidelines, illustrated space standards, square footage spreadsheets, adjacency diagrams, growth milestones, demographic factors, technology needs	\$ 21,365	\$ 43,803	\$ -	\$ 2,000	\$ 2,000	\$ 69,168	47%
total of fees	\$42,798	\$78,370	\$750	\$8,000	\$16,950	\$146,868	100%

MWL **budget for travel and hotel reimbursables** - \$6,000 excluded from above fees

1. Assumption that on-site public workshops to be conducted by AW. If MWL participation is required it would be an extra services with T&M fee.
2. Assumption that long form game plan presentation is draft and any "final" presentation would be conducted by AW. If MWL participation is required it would be an extra services with T&M fee.
3. The above fee assumes the final deliverable will be a "macro" type study. It will assign a standardized SF allowance per staff member based on short and long term milestones. 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 is will need to be developed into a final space program.
4. Existing building evaluation re: **operational needs** to be a shared task by AW and MWL.
5. Existing building evaluation re: **physical plant and building systems** is included in AW, Edmonds and EMC scope of services
6. **Long term demographic and external / economic forces evaluation** is RG/DE scope of services
MWL will project staffing needs based on growth projections furnished by RG/DE research

the architect **WORKSHOP**
architecture design planning management

hourly rates

effective 01 January 2018

principal	\$ 165.00	per hour
project management	\$ 105.00	per hour
staff	\$ 90.00	per hour
support	\$ 65.00	per hour

reimbursable expenses

printing, plotting, document reproductions	cost plus 10%
out-of-town travel and expenses	cost plus 10%
unless otherwise noted in agreement	

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 1.1 times the cost incurred by the Architect.



McClaren Wilson & Lawrie, Inc.

Exhibit A - Scope / Fee

City of Franklin TN, City Hall Space Needs Assessment Macro Study May/30/2018

Technical Consulting Services to Architect Workshop

	RATE PER HOUR		
	Senior Principal	Project Manager	Staff
AVERAGED HOURLY RATE	\$ 235.00	\$ 206.00	\$ 105.00

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PROPOSED SCOPE OF SERVICES

Franklin City Hall Needs Assessment

The purpose of RGDE work on this assignment is to “inform the space requirements assessment by applying demographic and economic growth forecasts, standards, past trends, and emerging service requirements” to the overall analysis. As such, the analysis will account for “external” factors affecting space requirements, beyond the departments’ own internal recommendations.

1. Meetings and Presentations.
 - a. Team meetings as appropriate.
 - b. Client meetings & presentations
 - i. Introduction and alignment of scope with objectives
 - ii. Interim presentation of findings on demand-driven “external” space requirements
 - iii. Final presentation as part of team on overall returns and strategic recommendations
2. Existing Conditions Assessment.
 - a. Collect and review existing site, facilities, programs, plans and budgets, pertaining to the operations of Franklin City Government.
 - b. Review 2008-09 projected Municipal service requirements
 - c. Assess demographic, real estate, and employment trends and growth projections
3. Demand-Driven Space Requirements.
 - a. Collect information and input from City Budget and departments on level of service provision and utilization by constituency, geographic sub-area, audience, land use, and other delineating factors.
 - b. Assign service utilization to demographic, land use and other factors as relevant
 - c. Correlate utilization to staffing needs, space requirements and standards; forecast demand for Municipal building space in terms of staffing and square feet by use.
 - d. Work with other team members to align demand-generated space requirements with stated department needs.
4. External Use & Income-Generating Opportunities.
 - a. Evaluate the potential for white box and/or rental space and uses for agencies and non-government entities in ground floor spaces along Third Avenue or otherwise incorporated into a municipal facility project.
 - b. Determine pro forma income potential

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5. Return on Investment Analysis. Compare relative cost-benefit returns to City of new construction and leasing space for program identified by the team. (Construction cost estimates would be generated by other team members).
6. Strategic Recommendations. Provide strategic guidance to inform the development and/or leasing program.

The following items listed in the proposal under “Economics” would be accomplished by qualified team members (other than RGDE) who specialize in cost estimating.

- *Evaluate cost and feasibility to build a new on-site City Hall Facility and/or cost per square foot*
- *Evaluate cost and feasibility to efficiently modify the existing facility to meet the determined 20-year-plus need for a City Hall facility at its permanent and current location*

PROPOSED BUDGET

A total budget of \$16,950.00 is proposed including expenses. There is flexibility on the scope and budget, depending on the requirements of the client.

PROPOSED BUDGET			
	Task	Hours	Fee
1	Meetings/Presentations	15	\$ 1,500
2	Existing Conditions	27	\$ 2,700
3	Demand-Driven Space	56	\$ 5,600
4	External Use/Income	32	\$ 3,200
5	Return on Investment	24	\$ 2,400
6	Strategic Recomm/Report	12	\$ 1,200
	Total Fee	166	\$ 16,600
	<i>Expenses (Data, etc)</i>		\$ 350
	TOTAL		\$ 16,950.00

Expenses would primarily include data purchased for the purpose of projecting certain demographic and employment factors.