

RESOLUTION 25-246

A RESOLUTION TO APPROVE A CONTRACT WITH WBA ARCHITECTS FOR NEW LIBRARY CONCEPTUAL DESIGN, ENVIRONMENTAL AND GEOTECH STUDIES

WHEREAS, the City of Spring Hill desires to contract with an outside architectural firm to provide professional services for a conceptual design as well as environmental and Geotech studies, services which the City cannot provide itself; and

WHEREAS, an RFQ was advertised with proposals opened on May 29, 2025, followed by interviews with the five highest-ranked bidders on July 14, 2025; and

WHEREAS, WBA was selected to provide conceptual design, environmental and Geotech services and has subsequently proposed a contract fee of \$66,300, attached hereto as Exhibit A; and

WHEREAS, these services will be expensed from the 18-75 fund, utilizing FY26 budgeted funds.

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve a contract with WBA for conceptual, environmental and Geotech services for the New Library in the amount of \$66,300, attached hereto as Exhibit A.
2. Authorize the Mayor to sign the Vendor Services contract, attached hereto as Exhibit B.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 3rd day of November, 2025.



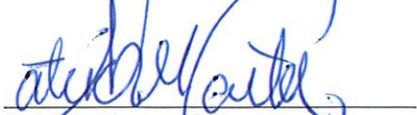
Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



HGA



CONCEPTUAL DESIGN FEE PREPARED FOR

SPRING HILL LIBRARY

OCTOBER 24, 2025

FEE

BASIC SERVICES

Our team has broken down cost by discipline and task. This total fee is a lump sum amount for Concept Design Services based on our proposal and fee assumptions in the attached. We welcome conversation and look forward to working with Spring Hill.

Concept Design by Discipline:	
Architectural/ Interior:	\$45,000
Site and Civil Planning:	\$11,000
Geo-technical & Phase 1 ESA:	\$10,300
Total Fee:	\$66,300

Reimbursable expenses are estimated at 5% of the proposed fee. They will be billed as the actual expenditures made in the interest of the project for expenses such as travel expenses, mileage, reproductions and mailings, photographic reproductions and any state or local taxes imposed.

FEE INCLUDES

CONCEPT DESIGN

The Spring Hill Library is an exciting opportunity for your community. We want to be good stewards of your dollars and maximize the time and effort spent on your preliminary concept design phase. Our recommended revised scope includes:

- (4) In person Workshops with the design team and key Spring Hill Library stakeholders to understand key program needs, design drivers and critical project information. We will organize workshops around key project milestones.
- Provide Program and Design Drivers summary document for Spring Hill Library stakeholder review and approval
- Create up to (2) diagram studies outlining critical adjacencies and program integration.
- Create plan diagram and massing study of preferred adjacency diagram to be used for final deliverable
- Provide site plan and (1) exterior conceptual rendering based on preferred adjacency and massing study option.

Note: WBA/HGA understand that Spring Hill may request a pause to share adjacency and massing studies with the Board prior to creating conceptual rendering and site plan. This can be accommodated, and schedule can adjust to reflect this meeting time.

FINAL DELIVERABLES

Project team will produce one (1) set of Concept Design Deliverables which are to include but not limited to the following;

- (1) Conceptual Program Document
- (1) Conceptual Site Plan
- (1) Conceptual Exterior Rendering
- Geo-technical and Environmental site report

Our team prides itself on thinking holistically about a project and have included a balance of required and recommended tasks to make your project a success. We understand the attention to detail and level of design required by each discipline to lead a successful concept design phase to set you up for long-term project success.

SITE AND CIVIL PLANNING

- Site Concept Consultation & Planning
- Parking, Access, and Circulation Strategies

GEO-TECHNICAL & PHASE 1 ESA

- Test Borings - Ten (10) 20-ft borings below existing ground surface. Laboratory Testing & Reports.
- Records Review & Site Reconnaissance
- Vapor Encroachment Screening
- Interviews & Written Report

ADDITIONAL SERVICES:

Conceptual Cost Estimating (\$1,800)

- One (1) round of Conceptual Cost Estimating based on completed deliverable to understand preliminary construction cost and associated soft costs for proposed project scope.

ASSUMPTIONS & EXCLUSIONS

Should presence of voids or sinkholes be found at proposed project site that causes project delays or site relocation, project team shall receive payment for work to date and will pause until site clarification and direction is provided.

Project team shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and its consultants. Project team will produce one (1) set of Concept Design Documents as defined in Final Deliverables. Multiple concept design options are not included.

All drawings will be produced using Revit.

The parties agree that the drawings issued in either PDF or hard-copy are for Concept Phase only and are not intended to be used for construction.

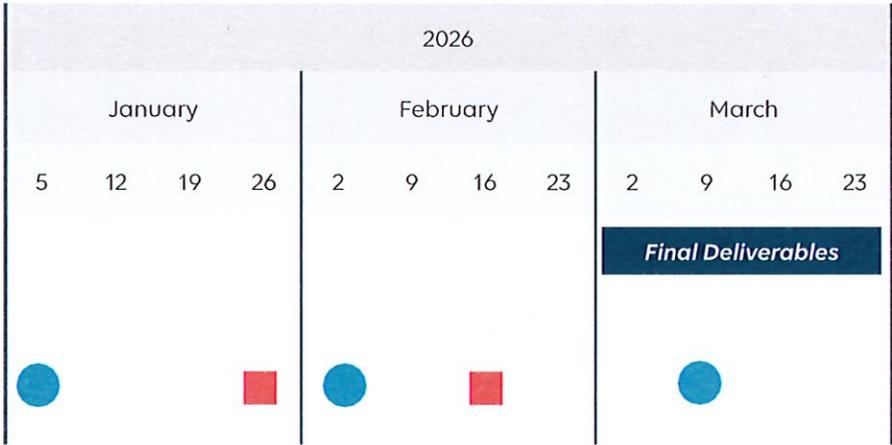
Expenses such as travel costs are not included in the fees but are a reimbursable expense with 0% markup to Spring Hill.

The following services have not been included, and may be quoted as Additional Services or a separate proposal if requested:

- a. Conceptual Design efforts related to Community Engagement, Landscape Architecture and Cost Estimating Services
- b. Design, Construction Documentation and Construction Administration Phases
- c. AV, low voltage and security design
- d. Signage, environmental graphics and art coordination
- e. Change management communication services.
- f. Inventory of existing furniture, shelving and/or coordination for any furniture re-use
- g. Hours and/or meetings beyond what is covered in Scope of Services above as well as Work extending beyond the scheduled dates due to increased effort from Owner decisions

No LEED or enhanced energy compliance analysis is included

	Ongoing effort
	Kickoff
	Meeting
	Design Deadline



JANUARY 2026

-  Design Workshop with City.
-  Critical Adjacency and Program Study Diagram.

FEBRUARY 2026

-  Design Workshop with City.
-  Massing Study; Plan Diagram; and Site Plan Studies

MARCH 2026

-  Design Workshop with City.
-  Provide Final Design Deliverables

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and WBA (“Vendor”) (collectively as “Parties”), and is entered into on _____, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires conceptual and environmental services for a new library that it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Qualifications (RFQ) and the City selected a Vendor to submit a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be November 4, 2025.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through March 31, 2026.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
 - b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;

- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **VENDOR RESPONSIBILITIES.**

- a. Provide geo-technical report & Phase 1 Environmental Study Assessment on a site specified by the City
- b. Provide an architectural and interior concept design document as described per the attached Exhibit A
- c. Provide site and civil planning
- d. Provide all services and deliverables as detailed in the cost proposal, attached hereto as Exhibit A

5. **CITY'S RESPONSIBILITIES.**

- a. Attend in-person workshops and provide feedback as necessary
- b. Review design summary when provided by the contractor
- c. Participate in final concept review and provide any feedback
- d. Assist in presentations to the Board of Mayor and Aldermen

6. **INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

7. **AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.

9. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out

of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

10. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.

11. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.

12. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

13. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. **TIME.** The Contractor shall finish within the agreed upon time frame.

15. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

16. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.

17. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

18. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

19. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.

20. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

21. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor: WBA Architecture
 c/o Nelson Tang
 506 Monroe Street
 Nashville, TN 37208

If to City: Mayor Matt Fitterer
 199 Town Center Parkway
 P.O. Box 789
 Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
 Middle Tennessee Law Group, PLLC
 d/b/a Wolaver, Carter & Heffington
 809 South Main Street, Suite 100
 Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

22. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

23. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

24. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the

consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 
MATT FITTERER
Mayor of Spring Hill
Date of Execution: Nov 3, 2025

By: 
NELSON TANG Eric Whitfield
WBA Architecture
Date of Execution: 11/5/25