

20 September 2023

Mary Beth Broeren
City of Madison, Director of Planning
Madison City Hall
100 Hughs Road
Madison, Alabama 35758

Re: Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Letter of Agreement between Owner and Architect - Schematic Design Phase
Madison Multi-purpose Stadium – Outfield Building
GilMC Project # 202304.01 TFH SD

Dear Mary Beth,

Thank you for the opportunity to provide our services for the above project. This letter shall act as our agreement between Gilbert|McLaughlin|Casella Architects, PLC (“Architect”) and the City of Madison, Alabama (“Owner”) for professional design services for a building proposed to exist in the outfield of the Madison Multi-Use Stadium.

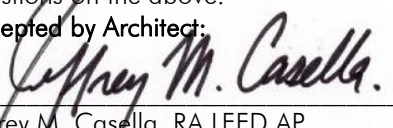
The specific description and schedule of services provided by the Architect are defined in Exhibit A “ Scope of Services” and made part of this agreement.

The terms of compensation and reimbursement to the Architect for rendering these services are defined in Exhibit B, “ Compensation for Services”, and made part of this agreement.

The general terms and conditions of this agreement are defined in Exhibit C, “ General Conditions to Letter of Agreement”, and made part of this agreement.

If you agree with the terms and conditions above, please sign below and initial each Attachment. Upon my receipt of one signed copy of this Letter of Agreement between the Owner and the Architect, we will issue a schedule to identify the timing/steps for the work needed for your project. The conditions of this letter shall be applicable for forty-five (45) days from the date of this letter, after which the Architect reserves the right to review and /or renegotiate them with the Owner. We look forward to collaborating with you on this project. Please call me if you have any questions on the above.

Accepted by Architect:



Jeffrey M. Casella, RA LEED AP
Gilbert | McLaughlin | Casella architects, plc
Date: 20 September 2023

Accepted by Owner:

Signature/Title:

Printed Name:

Date:

Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building

Owner: City of Madison
100 Hughs Road
Madison, Alabama 35758
Owner's Agent(s): Mary Beth Broeren, Director of Planning

Architect: Gilbert McLaughlin Casella Architects, PLC
2305 Kline Avenue, Suite 200
Nashville, TN 37211
Architect's Agent: Jeff Casella R.A., Principal Architect and Member

Team: Ballcorps, LLC
500 Trash Panda Way
Madison, Alabama 35758

General Description

The project shall be a one-story building at field level located along the outfield line adjacent to the third base foul pole and visitor's bullpen which will utilize approximately 7,500 gross square feet to accommodate spaces to support the Visiting Team Locker Room and stadium support needs. The current concourse level will extend over the program elements to create a concourse area.

Program

Level 1 - The program will include spaces typically expected to support the needs of a visitor's locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 9- February 2023) provided to the Architect by the Team. The structure of this project will be designed to allow for the future construction of additional levels described in Alternate 1 – Multi-Level Outfield Building of Exhibit A. In addition, a parking area to support the visiting team buses and minor modifications to the existing gate and fencing within the Limits of the Work will be included.

Schedule

The Architect will develop a Schematic Design Schedule upon the notice to proceed. Services will begin and be completed at times upon which both Parties mutually agree. Currently, we estimate the duration of the schematic design phase to be 90 days.

Limits of Work

The Design Team Limits of Work are defined by the following:

To the North: location of existing concourse level to outfield plaza along the third base line.

To the West: field edge of the visitors Bullpen and existing outfield plaza/field wall.

To the East: Limits of the Ballpark project as it relates to the North and South limits of work described herein.

To the South: The midpoint of the home bullpen.

THE DESIGN TEAM **will provide** design services from the back of the curb inward within the Limits of the Work. At the perimeter this includes small amounts of the following: drainage design, sidewalk, trees, tree grates, site Irrigation(minor modifications), field irrigation(near footprint of building- minor modifications if determined to be required), streetlights and new curbs /walks (internal to the ballpark). The path allowing for 360-degree circulation by pedestrians around the stadium within the grounds of the venue will be modified within the extents of the project area and designed to maintain connectivity. In addition, site furnishings (benches, trash receptables, etc.) will be specified by the design team.

The DESIGN TEAM **will not provide** design of any field lighting, field irrigation systems(major), scoreboard design, any new roadways, curbs, major modifications or any additions to the existing storm water systems (concerning major piping, retention and or water quality) servicing the stadium or surrounding development, traffic signals and controls (if required), parking signage (post mounted signage with instructions on time limits, available hours of parking, etc.), sewers and storm inlets outside the construction limits, nor will the design team design major changes to the existing stadium to support the needs of the proposed outfield building.

Design Team Schematic Design Phase Services

Architectural Design

- Architectural Narrative – project description
- Schematic Building plans, building sections, exterior elevations, door schedule
- Schematic Interior Design (type of material and allowances) included in the Schematic Design Phase Architectural Narrative

Structural Engineering

- Schematic Frame Design including floors, columns, beams and bracing
- Schematic Structural concrete design including floors and retaining walls

Mechanical, Electrical, Plumbing, Fire Protection (SD Narrative for System descriptions)

- HVAC design and code required energy design
- Electrical design including site electrical within the limits of the LIMITS OF THE WORK
- Plumbing Design
- Grease Interceptor Design
- Foodservice utility distribution plans not including portable services
- Fire Protection design to include areas to be sprinklered and alarmed (actual working drawings showing head locations, etc. will be completed by the Fire Protection Contractor per a performance specification)
- Design for in wall conduit (with pull strings) and j box for data/phone
- Dry utilities (fiber and cable tv, etc.) will be indicated to be brought to demark locations or to the existing rooms in the existing facility
- Gas will be indicated to be brought to a new meter (location to be determined)
- Electrical service will be coordinated with the local utility provider to determine the location of transformer and other necessary electrical support equipment (main switch and meter).

Civil Engineering / Landscape Architecture

- Develop grading design
- Design utility extension from point of service to 5' from building for sanitary (sewer), water for domestic and fire protection
- The Civil Landscape package will include site plan, grading and drainage plan, utility plan and fire access plan
- Irrigation / Plant selection for landscape areas (expected to be minor in nature) – both via identification of allowance for each in the narrative.

Food Service

- Schematic Design equipment plan showing equipment, flow of personnel and goods

Schematic Design Code Review

- Architect – provide schematic egress plans and schematic design level code review of the new building
- Architect – Review the preliminary Life Safety plans with the city plans reviewer and fire marshal
- Civil Engineer – Provide Fire Access plans for review with Madison Fire and Rescue

Schematic Design Scope of Work

The Architect shall prepare schematic design documents sufficiently annotated and detailed to adequately convey the size and character of the project and further define the finish materials, structural, mechanical, electrical, plumbing, fire-protection and other special necessary systems as outlined in the Design Team Schematic Design Phase Services.

The Architect shall coordinate the architectural design with the Owner’s, the Team’s, and the Architect’s consultants.

The Architect shall prepare and submit materials, attend meetings, and make presentations required to obtain City and Team approval.

The Architect shall visit the site with his Consultant team. The Architect shall attend meetings in Madison with the Team and the City during the Schematic Design Phase. We have allotted a total of ten trips within our reimbursable expenses as defined by Team Member and number following:

Architect:	4 visits – (1 informational gathering meeting , 3 design/presentation meetings with the Team and City)
Interior Designer:	1 visit – (information gathering meeting)
MPE FP Engineer:	1 visit – (information gathering meeting)
Structural Engineer:	1 visit – (information gathering meeting)
Food Service:	1 visit – (information gathering meeting)

The Architect shall work with the Construction Manager to review the CM’s estimate and review with the City and the Team.

The Architect shall review the design with the City and Team and adjust, as necessary.

After completion of the Schematic Design Phase, the Architect will submit the schematic design set to the City and the Team. The design team will participate in reviews of the schematic design documents with the City and the Team.

If the cost estimate exceeds the allowable budget, the Architect shall participate in offering Value Engineering Opportunities for evaluation by the Owners Consultant and the Owner. The Owner shall provide direction concerning acceptance or rejection of the Value Engineering Opportunities to the Architect, and the Architect shall incorporate the accepted Value Engineering Opportunities into the design as part of the work of the next phase.

The following items are not included in Basic Design Service but Gilbert | McLaughlin | Casella Architects, PLC will if requested by the Team and Owner provide amendment(s) to this agreement to allow the following additional services to be added to our scope.

- AV Design
- Security System Design
- IT System Design
- Sound Design
- Wayfinding and Signage Design
- Furniture Selection
- Furniture Procurement
- Cost Estimating
- Coordination of permitting for the project
- Submittal of documents for Site Plan Approval
- Fly-throughs and Renderings
- Preparation of Marketing Materials for the use of the Owner

ALTERNATE NO 1: MULTI-LEVEL OUTFIELD BUILDING

All information provided in ATTACHMENT A will pertain to ALTERNATE NO 1: MULTI-LEVEL OUTFIELD BUILDING unless noted otherwise as described by the following:

General Description

The project shall be a four-story building located along the outfield line adjacent to the third base foul pole and visitor's bullpen. which will utilize approximately 20,500 gross square feet of conditioned space and 7,400 gross square feet (gsf) of non-conditioned space. The primary use/program of each level is outlined as follows:

Program

- Level 1- The program will include spaces typically expected to support the needs of a visitor's locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 9- February 2023) provided to the Architect by the Team.
- Level 2- Interior and Exterior Group Spaces (covered and uncovered) with support functions
- Level 3- Patron Suites with support functions
- Level 4- Party Deck Level (covered and uncovered areas) with support functions

The Owner has directed to the Architect that the design of additional parking to support fans and staff of levels 2, 3 and 4 of the new building will not be required and will be absorbed into the current parking allocation of the site.

END OF EXHIBIT A

Madison Multi-purpose Stadium – Outfield Building
Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758

The Owner agrees to pay Gilbert | McLaughlin | Casella Architects, PLC compensation for the Scope of Services described in Attachment A as follows:

FEES – BASE SCOPE OF SERVICES

Schematic Design Services will be compensated as:

A lump sum of \$178,500.00 (One hundred seventy-eight thousand five hundred dollars and zero cents).

Reimbursable Expenses for the Schematic Design Phase are in addition to the Fees for the Base Scope of work and are anticipated to be as outlined below:

Estimated Travel Expenses:	\$10,000.00
Survey(Non-ALTA)	\$1,500.00
Printing:	\$3,000.00
Total Estimated Reimbursable Expenses	\$14,500.00

(Fourteen thousand and five hundred dollars and zero cents)

Additional Services / Hourly Rates
See Exhibit B1.

END OF EXHIBIT B

Madison Multi-purpose Stadium – Outfield Building
Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758

Additional Services requested by the Owner and the Team, not currently included in this agreement, can be provided by the Architect if requested by the Owner. Additional Services, depending on the complexity and type of the services being requested will be negotiated on a lump sum basis or per occurrence based on the time and hourly rates as outlined following.

(Time Spent(hours) x Hourly Rates(\$/hour) = Additional Cost

Gilbert | McLaughlin | Casella Architects, PLC

Principal Architect/Project Manager	\$195.00/hr.
Senior Project Architect	\$145.00/hr.
Project Architect	\$135.00/hr.
Project Designer	\$135.00/hr.
Architectural Intern-(Level II)	\$95.00/hr.
Architectural Intern-(Level I)	\$90.00/hr.
Administrative Assistant	\$70.00/hr.

Casella Interiors

Principal Interior Designer	\$155.00/hr.
Senior Interior Designer	\$105.00/hr.
Senior Project Designer	\$95.00/hr.
Project Designer	\$85.00/hr.
Junior Designer	\$65.00/hr.

Mullins, LLC

Principal Engineer	\$210.00/hr.
Professional Engineer	\$195.00/hr.
Engineer Intern	\$125.00/hr.
Civil Designer	\$100.00/hr.
Professional Land Surveyor	\$175.00/hr.
3-man survey crew	\$200.00/hr.
2-man survey crew	\$175.00/hr.
Professional Landscape Architect	\$170.00/hr.
Landscape Architect Intern	\$110.00/hr.
Landscape Designer	\$90.00/hr.
CAD Draftsman	\$90.00/hr.
Clerical	\$70.00/hr.

Structural Design Group, P.C.

Principal	\$200.00/hr.
Senior Engineer	\$160.00/hr.
Engineer	\$120.00/hr.
Senior Project Coordinator	\$120.00/hr.

CAD Draftsperson \$85.00/hr.
CA/Field Engineer \$135.00/hr.

Power Management Corporation

Principal Engineer \$225.00/hr.
Senior Professional Engineer \$155.00/hr.
Design Engineer II \$145.00/hr.
Design Engineer I \$135.00/hr.
Senior Designer \$135.00/hr.

The Willingham Company

Food Service Designer \$150.00/hr.

Hourly rates may be adjusted due to salary increases.

END OF EXHIBIT B1

Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building

Billings and Payments

Invoices for services shall be submitted monthly, 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 forty-five (45) days, the Architect may, without waiving claim or right against Client, and without liability whatsoever to the Client, terminate the performance of services. The client will have ten (10) working days from the receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, the said invoice will be deemed accurate.

Late Payments

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 Basic Services, and include, but are not limited to: expense of transportation in connection with the project; expense of renderings, models and mockups requested by the Owner; expenses in connection with authorized out-of-town travel; meals in connection with travel; fees paid for securing approval of authorities having jurisdiction over the project; expense of deliveries; expenses of reproduction (drawings, and specifications) and other documents; expenses for postage and handling of drawings. All payments to be made by the Owner shall be increased by the addition of applicable Sales and Use Taxes, if any. Subject to the stated expenses in Exhibit B. All reimbursable costs shall be invoiced to the Owner at 1.15 times the direct cost incurred by the Architect. Mileage charges for automobiles shall be invoiced at prevailing rates established by the IRS times 1.15 to cover coordination and administrative expenses.

Suspension of Work

If any invoice is outstanding for more than thirty (30) days from the date due, the Architect shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Owner and such act shall not be deemed a breach of this Agreement. In the event of the suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. Continued performance and or completion of work by the Architect under this Agreement is contingent upon payment of fees by the Owner.

Special Consultants

Special Consultants or Sub-Contractors are those who provide services other than those provided by customary consultants as defined in AIA Document B141, Standard Form of Agreement between Owner and Architect. If it is requested that the Architect retain any Special Consultants or Sub-Contractors on the Owner's behalf, their charges will be submitted to a 15% markup. Invoicing and payment shall be as in other clauses within this document.

Separate Consultants

If the Owner separately engages a firm or firms to work under the general direction of the Architect, the Architect shall have no responsibility or liability for the performance or technical sufficiency of the services of the separately engaged firms.

Construction Cost Estimates

As the Architect has no control over construction costs or contractor's prices, any construction cost estimates by the Architect are made on the basis of the Architect's experience and judgement as a design professional; but it cannot and does not warrant or guarantee that contractor's proposals, bids, or costs will not vary from the Architect's estimates. If a Contractor or Construction Manager is providing construction cost estimates or cost control services for the Owner, the Architect shall be entitled to rely on the information provided, and assume the accuracy of the information provided. The modification of the Contract Documents shall be the limit of the Architect's responsibility relating to construction cost issues.

Access to The Site/Jobsite Safety

Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Client understands that the Architect is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

Owner's Responsibilities

The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Architect with all existing information relating to the Project which the Architect may request, including but not limited to, surveys, soils investigations, and program data. The Architect is entitled to act in reasonable reliance upon the information provided by the Owner. The Owner shall furnish the required information or services as expeditiously as necessary for the orderly performance of the work. If the Owner becomes aware of any fault or defect in the Project or the Architect's services, the Owner shall promptly notify the Architect.

Photography

The Architect shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project, which, in the reasonable judgment of the Owner, would seriously compromise the Owner's business interests. The costs incurred for photography commissioned by the Architect shall be paid by Architect except in the event Owner requests copies for its own use. The Owner shall then share in the mutually agreed upon portion of the photography and processing costs. With the execution of the Agreement, the Owner grants the Architect the unlimited right to publish photographs of the project as described above.

ADA

With respect to the Americans with disabilities Act ("ADA"), Owner acknowledges that the ADA is not a detailed building code and that its requirements are general in nature and open to differing interpretations. The Architect will use its reasonable professional efforts to interpret applicable ADA requirements and to advise the Owner in this regard. However, the Architect cannot warrant or represent that services provided under this Agreement will result in full project compliance with the ADA or all interpretations of ADA requirements by regulatory bodies or court decisions. In addition, if the Owner requires that the construction of the project deviate from the Architects' reasonable judgment and understanding of the provisions of the ADA, the Owner shall defend, indemnify, and hold Architect harmless from any claim based on such deviation.

Hazardous Materials

No services will be provided with regard to the detection, removal, disposal, or storage of asbestos, and other hazardous materials. The Owner shall be responsible for the detection, removal, and disposal of all hazardous materials, toxic wastes, asbestos, and pollutants at the Project site in accordance with applicable law. The Owner shall indemnify and hold the Architect and the Architect's principals, employees, agents and consultants harmless from and against any and all injuries, losses, liability, damages or claims of any nature whatsoever relating to asbestos in the Project, including, without limitation, the costs, expenses and attorneys' fees which the Architect, the Architect's principals, employees, agents and consultants may at any time sustain or incur by reason of any of the forgoing. Accordingly, the Owner hereby agrees to bring no claim for negligence, breach of contract, indemnify, or otherwise against the Architect, or the Architect's principals, employees, agents, or consultants relating to hazardous materials in the Project.

Mold

The Owner acknowledges that mold is a naturally occurring phenomenon that can be attributed to many causes, including, but not limited to, building design, construction, maintenance, or operation. The Owner also acknowledges that traditional insurance coverage may not be available to the construction industry to defend and indemnify mold-related claims and costs. Therefore, in consideration of the Architect's performance of this agreement, the Owner waives any claims against the Architect, whether in contract or tort, for special, indirect, or consequential damages, or for defense or indemnity, which arise from mold-related damages. The Architect's obligation for its negligence or breach of contract is limited solely to re-design, as necessary, to remedy a design error which is determined to be the sole cause of mold contamination. The Owner acknowledges that moisture and mold prevention requires appropriate design, construction techniques, and building operation and maintenance. The Owner assumes responsibility for the maintenance of the building and/or monitoring for leaks, humidity, and moist conditions after occupancy.

Insurance

The Architect will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of employees or for any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Architect will furnish the Owner with Certificates of Insurance and endorsements naming the City as additionally insured (except with respect to Workmen's Compensation and Professional Liability) and stating the coverages and limits of liability of the insurance that will be admitted for protection from claims arising out of the performance of the professional service and caused by any negligent acts, errors, or omissions for which the Architect may be legally liable. The Architect shall maintain the following maximum amounts of insurance during the term of this agreement:

Workmen's Compensation-	Statutory
Employers' Liability Insurance-	\$100,000
Commercial General Liability (CGL) -	\$1,000,000
Automobile Liability (CSL) -	\$1,000,000
Professional Liability -	\$1,000,000

Standard of Care, Disclaimer of Warranties

The Architect shall be required to perform services in connection with the Project in accordance with the standard of professional care, regardless of any other or conflicting provisions or terms of the Architect's proposal, the parties' correspondence, this Agreement, or any other statements or representations made by the Architect at any time. The Architect provides a professional service only, and provides no warranties, express or implied, in any way related to its services.

Indemnifications

If any claim is brought against either the Owner or Architect by any third party, relating in whole or in part to the negligence of the Owner or Architect, each party shall indemnify the other against any loss or judgement, including attorneys' fees and cost, to the extent that such loss or expense is caused by the party's negligence.

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 may be presented to non-binding mediation, subject to the parties agreeing to a mediator.

No Deduction

No deduction shall be made from the Architect's compensation on account of claims of negligence or errors for omissions in performance of professional services by the Architect, except pursuant to a judicial award.

Waiver for Consequential Damages

Neither party shall be liable to the other party for any indirect, consequential, special, incidental, reliance, or punitive damages, including but not limited to, any lost profits, cost revenues, lost savings, or harm to business) arising out of our relating to either party's performance or nonperformance under this Agreement.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner and Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Ownership of Documents

Documents prepared by the Architect for this Project are for use solely with respect to this Project. The Architect shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, except by agreement in writing with the Architect.

Added Value/ Betterment

In the event that the Architect negligently omits any necessary portion of the Project from the plans or specifications, the measure of damages sustained by the Owner shall be the cost of installing the omitted work, less the amount the work would have cost if it had been included in the plans and specifications and priced by the Contractor as part of the base cost of construction. In no event shall the Architect be responsible for any cost or expense that adds value, provides betterment, upgrade, or enhancement of the project.

Termination for Convenience

Notwithstanding any other provision of this Agreement, both parties shall have the right to terminate this Agreement for convenience and without cause upon 14 days written notice to the other party. In the event of termination not the fault of the Architect the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursables.

Risk Allocation

In recognition of the relative risks, rewards, and benefits of the project to both the Owner and the Architect the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect, total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out to this agreement from cause or causes, shall not exceed the amount of our fee or Fifty Thousand (\$50,000.00) dollars, whichever is smaller for any claim arising out of the Architect's negligence. It is intended that this limitation apply to any and all liability or causes of action, however alleged or arising.

Unauthorized Changes to Plans

In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable, makes or permits to be made any material changes to any reports, plans, specifications, or other documents prepared by the Architect without first obtaining the Architect's written consent, the Owner shall assume full responsibility for such changes. The Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, to the fullest extent permitted by law, the Owner agrees to indemnify, defend, and hold harmless the Architect, its officers, directors, owners, employees, and subconsultants, from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. The Owner further agrees to include in any contracts for construction appropriate language that prohibits the Contractor and its subcontractors from making any changes or modifications to the Architect's construction documents without the prior written approval of the Architect and that further requires the Contractor to indemnify, defend, and hold harmless both the Architect, its officers, directors, owners, employees, and subconsultants, and the Owner from any liability or cost arising from such changes made without proper authorization.

Construction Supervision

The Architect shall have no authority or responsibility to supervise any aspect of the construction or the construction workforce. Construction supervision shall be the sole responsibility of the Contractor.

Renovations, Additions, and Adaptive Reuse

In the event the project involves renovation of, addition to, and/or adaptive reuse of an existing building or structure, the parties acknowledge that the Architect must make certain assumptions regarding existing conditions that may not be verifiable without the Owner expending substantial sums of money and/or destroying otherwise adequate or serviceable portions of the existing building or structure. For this reason, to the fullest extent permitted by law, the Owner agrees to indemnify, defend, and hold harmless the Architect, its officers, directors, owners, employees, and subconsultants against all claims, lawsuits, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with, the services performed under this Agreement, except for liability arising from the Architect's sole active negligence or willful misconduct.

Record Documents

Time and expenses necessary to prepare Record Documents shall be billed as an Additional Service. Record documents shall reflect information provided by the Contractor regarding changes made during construction and shall be general and schematic in nature. The Architect shall be entitled to rely on the accuracy of all information provided by the Contractor for this purpose, and therefore shall not be responsible or liable for inaccuracies that may exist in the Record Documents.

Consultants

Consultants other than those outlined to be included in our Base Services will be included as needed and agreed to by the Owner and Architect. Their costs will be billed to the Owner at a multiplier of 1.15 the direct cost incurred by the Architect.

Assignment

Neither party may assign its interest in this agreement to any other person or party without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between parties with respect to the Project and may be amended only by a written document signed by both parties.

Applicable Law

Unless otherwise provided, this agreement shall be governed by the law of the State of Alabama.

END OF EXHIBIT C