



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

MEMORANDUM

To: Mayor Marchetti
From: James McGrath, CPRP Park, Open Space, and Natural Resource Program Manager
Date: August 9, 2024
Subject: Wahconah Park Reconstruction Project
CC: Councilor Earl Persip

Mayor,

At their meeting of June 27, 2024 the Wahconah Park Restoration Committee unanimously endorsed moving the project into full Design Development. This next phase – when completed – will deliver full architectural and engineering plans (construction documents) which will build on the recently completed Schematic Design plans the Committee and the Park Commission have previously endorsed.

Under this new phase, the City proposes to continue working with the team of consultants that were assembled under the schematic design phase. S3 Design, Inc. will continue to serve as lead architects and project managers, and EDM Studio (EDMS) will provide local architectural support for regulatory review and code compliance. EDM's engineering team will provide Mechanical, Electrical, Plumbing, and Fire Protection Engineering. SLR Consulting will provide their specific experience in site issues related to stadium design and renovation, including Structural and Civil Engineering, Landscape Architecture, and Climate Resilience/Floodplain Engineering. Dant Clayton will continue to provide a structural permit/bid package for the design of the grandstand seating system and roof structure. Finally, Sports Facilities Company (SFC) will provide a review of stadium design, operations, and support.

The cost of this effort for the design development phase is \$1,217,254 and will take approximately 25 weeks to complete once work is initiated. S3 Design, Inc. has also advanced a scope of work for the bidding and construction administration phase which will be considered once full construction funds are in place.

For your review, attached are selected schematic design plans along with some of the important analysis undertaken during that design phase. Additionally, the S3 Design, Inc. full proposal for the design development phase is also attached here.

If you agree with this proposal / process, the Committee requests that communicate your support to the Park Commission for their consideration at their August 20th meeting.

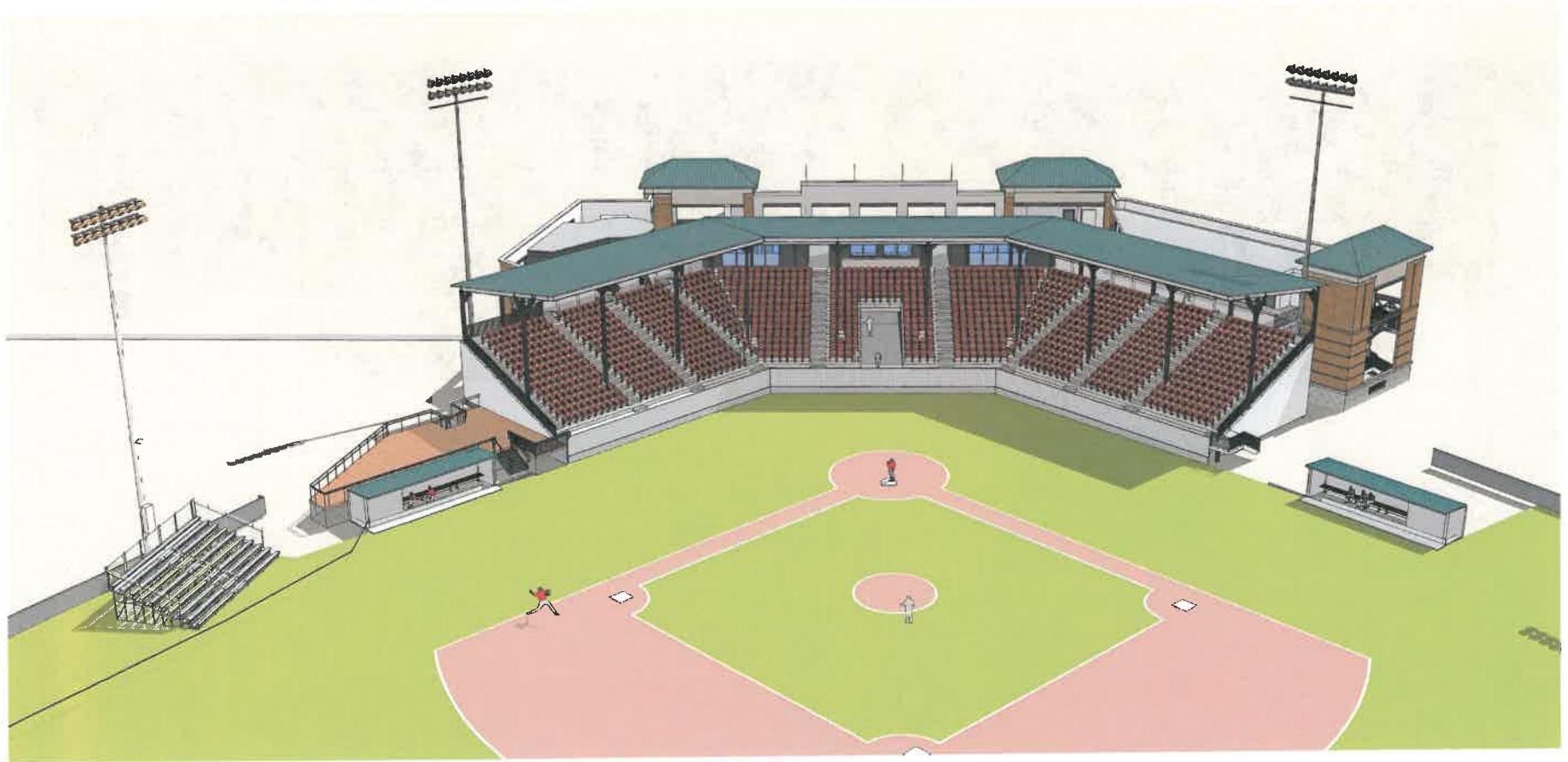
Thank you.



Aerial View of Main Facade



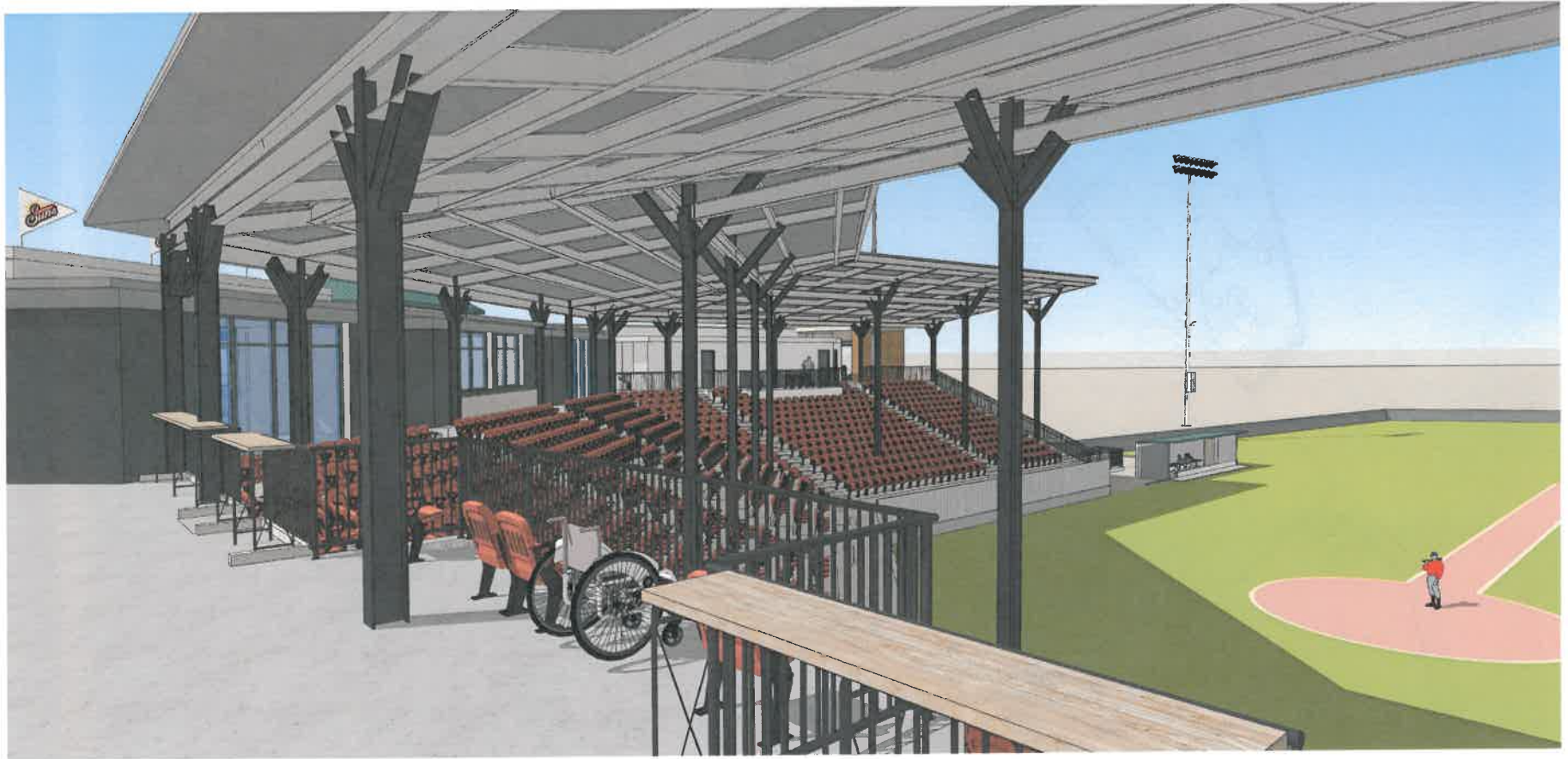
Aerial View from Field



View of Front Facade at Entry

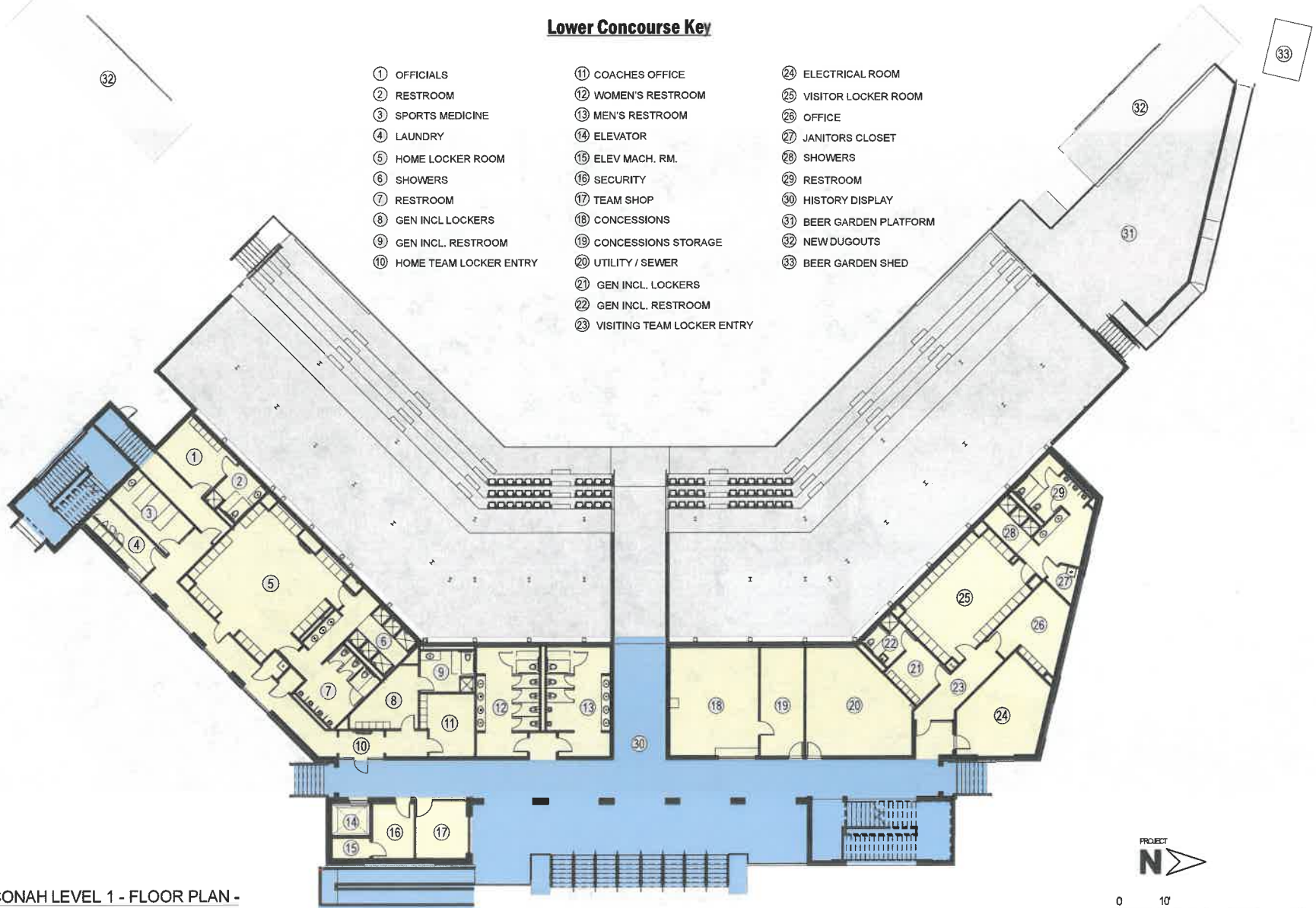


View from Upper Concourse



Lower Concourse Key

- | | | |
|--------------------------|------------------------------|-------------------------|
| ① OFFICIALS | ⑪ COACHES OFFICE | ②④ ELECTRICAL ROOM |
| ② RESTROOM | ⑫ WOMEN'S RESTROOM | ②⑤ VISITOR LOCKER ROOM |
| ③ SPORTS MEDICINE | ⑬ MEN'S RESTROOM | ②⑥ OFFICE |
| ④ LAUNDRY | ⑭ ELEVATOR | ②⑦ JANITORS CLOSET |
| ⑤ HOME LOCKER ROOM | ⑮ ELEV MACH. RM. | ②⑧ SHOWERS |
| ⑥ SHOWERS | ⑯ SECURITY | ②⑨ RESTROOM |
| ⑦ RESTROOM | ⑰ TEAM SHOP | ③⑩ HISTORY DISPLAY |
| ⑧ GEN INCL LOCKERS | ⑱ CONCESSIONS | ③① BEER GARDEN PLATFORM |
| ⑨ GEN INCL. RESTROOM | ⑲ CONCESSIONS STORAGE | ③② NEW DUGOUTS |
| ⑩ HOME TEAM LOCKER ENTRY | ⑳ UTILITY / SEWER | ③③ BEER GARDEN SHED |
| | ⑳ GEN INCL. LOCKERS | |
| | ㉑ GEN INCL. RESTROOM | |
| | ㉒ VISITING TEAM LOCKER ENTRY | |

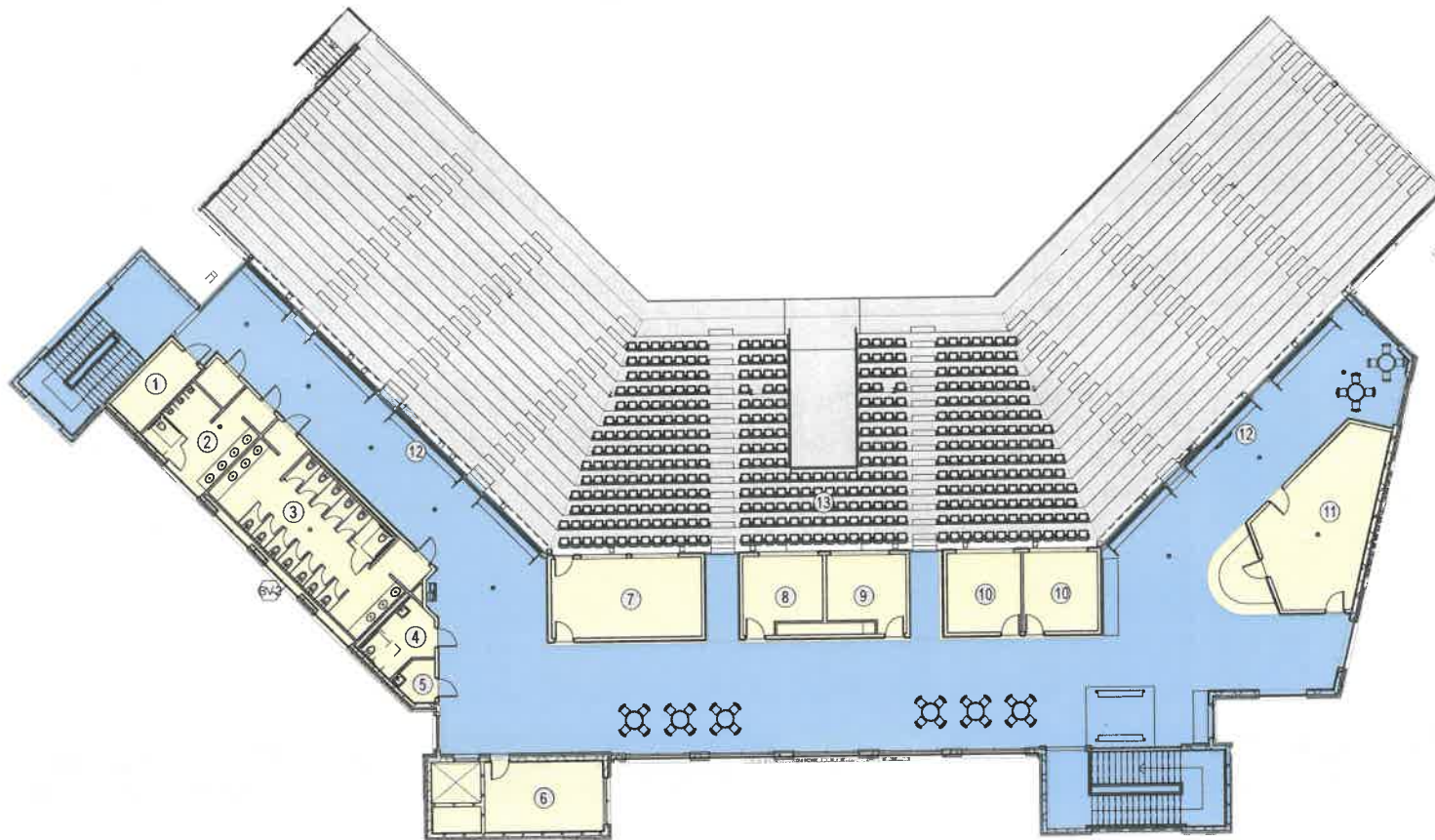


① WAHCONAH LEVEL 1 - FLOOR PLAN -
1" = 20'-0"



Upper Concourse Key

- | | |
|-------------------------|------------------------------------|
| ① STORAGE | ⑧ PRESS BOX |
| ② MEN'S RESTROOM | ⑨ PRESS BOX |
| ③ WOMEN'S RESTROOM | ⑩ OFFICE |
| ④ FAMILY RESTROOM | ⑪ CONCESSIONS |
| ⑤ JANITOR'S CLOSET | ⑫ DRINKS RAILS |
| ⑥ STORAGE | ⑬ SEATING: UP TO 1,408 FIXED SEATS |
| ⑦ VIP / CONFERENCE ROOM | |



① WAHCONAH LEVEL 2 - FLOOR PLAN -
1" = 20'-0"



Program Comparison

PROGRAM	EXISTING				PROGRAM	FEASIBILITY STUDY	SCHEMATIC DESIGN	DELTA	NOTES
	QTY	SF/UNIT	TOTAL SQFT	NOTES					
HOME BASEBALL CLUBHOUSE									
STORAGE			150		150	308	0	-308	SD OPTION: FIELD STORAGE
LOCKERS			670		700	804	708	-96	
RESTROOMS			150		155	130	298	168	
SHOWERS			110		155	127	109	-18	
LAUNDRY			133		120	195	128	-67	
OFFICE			49		100	95	149	54	
OFFICE SHOWER/RR					100	80	0	-80	
SPORTS MEDICINE			150		150	360	151	-209	
STRENGTH + CONDITIONING					700	615	0	-615	
JANITOR'S CLOSET							18	18	
IT CLOSET							16	16	
ALL GENDER LOCKER CH RM					100	93	147	54	
SHOWER / RR					120	80	104	24	
TOTAL			1,412		2,550	2,887	1,828	-1,059	
OFFICIALS LOCKERS									
LOCKERS			40		100	118	157	39	
SHOWER / RESTROOMS			40		120	100	84	-16	
TOTAL			80		220	218	241	23	
VISITOR BASEBALL CLUBHOUSE									
LOCKERS			508		700	725	475	-250	
RESTROOMS			43		155	152	270	118	
SHOWERS			111		155	130	66	-64	
OFFICE			133		-	0	198	198	
ALL GENDER LOCKER CH ROOM					100	155	102	-53	
SHOWER / RR					120	88	69	-19	
TOTAL			795		1,230	1,250	1,180	-70	
PUBLIC RESTROOMS									
				*DOES NOT MEET PLUMBING CODE					
MEN'S RESTROOM		5 URINALS	4 TOILETS			13 T, 8 U	5 T, 5 U		
WOMEN'S RESTROOM			8 TOILETS			23 TOILETS	18 TOILETS		
FAMILY RESTROOM						2 RR'S			
STORAGE									
FIELD STORAGE			200		400	1000	105	-895	SD - MAINTENANCE SHED TO BE LOCATED ON FIELD
MAINTENANCE			100		*Will vary 750-1250	220		-220	
GENERAL STORAGE			200		200	260	345	85	
TOTAL			500		1350-1850	1,480		-1,480	

Program Comparison (Cont.)

CONCESSIONS / RETAIL									
FOOD CONCESSIONS	2	220	440		850	1054	1002	-52	
CONCESSIONS STORAGE	2	150	300		150	367	226	-141	
BEER CONCESSIONS	2	130	260	CURRENTLY IN SHED	(2*200) 400			0	LOCATED IN BEER SHED
BEER STORAGE	2	70	140	CURRENTLY IN SHED	150	SITE		#VALUE!	LOCATED IN BEER SHED
SHOP			160	CURRENTLY IN SHED	100	BOOTH	129	#VALUE!	
SPIRIT SHOP STORAGE	0				60			0	WITH GENERAL STORAGE
TOTAL			1,300		1,310	1,421		-1,421	
TICKET BOOTH / SECURITY			50		100	250	107	-143	SD - NO TICKET BOOTH, ONLY TICKET KIOSK
UTILITY / MECHANICAL						475	836	361	
HALL OF FAME / HISTORY WALL						330	298	-32	
SUNS OFFICE SUITE			256	CURRENTLY IN TRAILER					
OFFICE			-		240	220	340	120	
VIP/ CONFERENCE ROOM			-		250	350	345	-5	
OPEN OFFICE AREA			-		250	0	0	0	
TOTAL			256			570		-570	
PRESS BOX			250	ON ROOF, NON- ACCESSIBLE	200	365	318	-47	
SEATING CAPACITY (FIXED)			1,160			1348	1405	57	CAPACITY CALCULATED FOR 100% FIXED SEATS
GROSS SQ FEET - SEATING			9,465			10,410	9,430	-980	
GROSS SQ FEET - BUILDING			6,680			30,329	22,839	-7,490	
TOTAL GROSS SQ FEET			16,145			40,739	32,269	-8,470	
GROSS SQ FEET CALCS									
UPPER CONCOURSE									
INTERIOR CONDITIONED SPACE					4,788	3,394		-1,394	
OPEN AIR					7,678	5,575		-2,103	
GRANDSTAND ROOF (EXCLUDED)					10,400	9,430		-970	
LOWER CONCOURSE									
INTERIOR CONDITIONED SPACE					8,681	7,663		-1,018	
OPEN AIR					7,852	4,048		-3,804	
BEER GARDEN					1,330	1,179		-151	
GRANDSTAND					10,410	9,430		-980	
TOTAL						40,739	31,289	-9,450	

Feasibility vs Schematic Design Comparison

FEASIBILITY STUDY

CURRENT OPTION

DELTA

UPPER CONCOURSE (12,446 SF)

UPPER CONCOURSE (8,969 SF)

UPPER CONCOURSE

SEATING: 1,350 FIXED SEATS
CONDITIONED SPACE GSF: 4,788
ELEVATED BEER GARDEN GSF: N/A
OPEN AIR SPACE GSF: 7,678

SEATING: 1,408 FIXED SEATS
CONDITIONED SPACE GSF: 3,394
ELEVATED BEER GARDEN GSF: N/A
OPEN AIR SPACE GSF: 5,575

SEATING: +58 FIXED SEATS
CONDITIONED SPACE GSF: - 1,394
ELEVATED BEER GARDEN GSF: N/A
OPEN AIR SPACE GSF: - 2,103

LOWER CONCOURSE (28,273 SF)

LOWER CONCOURSE (23,300 SF)

LOWER CONCOURSE

SEATING GSF: 10,410
CONDITIONED SPACE GSF: 8,681
ELEVATED BEER GARDEN GSF: 1,330
OPEN AIR SPACE GSF: 7,852

SEATING GSF: 9,430
CONDITIONED SPACE GSF: 7,663
ELEVATED BEER GARDEN GSF: 1,179
OPEN AIR SPACE GSF: 4,048

SEATING GSF: - 980
CONDITIONED SPACE GSF: - 1,018
ELEVATED BEER GARDEN GSF: -151
OPEN AIR SPACE GSF: - 3,804

TOTAL: 40,739 SF

TOTAL: 31,289 SF

TOTAL: - 9,450 SF

2 LEVEL 2
1" = 40'-0"

CURRENT OPTION
Upper Concourse 8,969 SF
FEASIBILITY STUDY
Upper Concourse: 12,466 SF

1 LEVEL 1
1" = 40'-0"

CURRENT OPTION
Lower Concourse: 23,300SF
FEASIBILITY STUDY
Lower Concourse: 28,273 SF

Feasibility Study Footprint

WAHCONAH PARK REHABILITATION
VARIANCE REPORT

June 25, 2024



ESTIMATE		CONCEPT ESTIMATE DATED 9-27-24		SD ESTIMATE DATED 6-25-24		VARIANCE	
TOTAL SF		40,765 SF		28,778 SF			
DIV	TRADE	TOTAL	COST/SF	TOTAL	COST/SF		NOTES
2	DEMOLITION	\$736,900	\$18.08	\$488,878	\$16.99	(\$248,022)	
3	CONCRETE	\$2,388,390	\$58.59	\$1,314,286	\$45.67	(\$1,074,104)	
4	MASONRY	\$112,095	\$2.75	\$995,654	\$34.60	\$883,559	
5	STEEL	\$1,926,455	\$47.26	\$1,237,265	\$42.99	(\$689,190)	
6	CARPENTRY	\$293,864	\$7.21	\$278,131	\$9.66	(\$15,733)	Includes SD estimate Div 12 Casework subtotal
7	MOISTURE MITIGATION	\$1,883,186	\$46.20	\$1,173,263	\$40.77	(\$709,923)	
8	OPENINGS	\$518,215	\$12.71	\$472,785	\$16.43	(\$45,430)	
9	FINISHES	\$1,073,447	\$26.33	\$988,248	\$34.34	(\$85,199)	
10	SPECIALTIES	\$324,800	\$7.97	\$407,604	\$14.16	\$82,804	
11	EQUIPMENT	\$1,053,750	\$25.85	\$412,000	\$14.32	(\$641,750)	
12	FURNISHINGS	\$0	\$0.00	\$8,785	\$0.31	\$8,785	
13	SPECIAL CONSTRUCTION	\$2,487,000	\$61.01	\$3,227,865	\$112.16	\$740,865	Pricing provided by others
14	CONVEYING EQUIPMENT	\$130,000	\$3.19	\$130,000	\$4.52	\$0	
21	FIRE PROTECTION	\$203,580	\$4.99	\$187,200	\$6.50	(\$16,380)	
22	PLUMBING	\$990,700	\$24.30	\$1,028,260	\$35.73	\$37,560	
23	HVAC	\$730,932	\$17.93	\$639,478	\$22.22	(\$91,454)	
26	ELECTRICAL	\$1,540,777	\$37.80	\$1,757,764	\$61.08	\$216,987	
31	EARTHWORK	\$560,025	\$13.74	\$1,799,049	\$62.51	\$1,239,024	Concept includes timber piles, SD includes steel H-piles
32	SITE IMPROVEMENTS	\$1,533,930	\$37.63	\$1,491,207	\$51.82	(\$42,723)	
33	SITE UTILITIES	\$479,200	\$11.76	\$237,200	\$8.24	(\$242,000)	SD includes culvert work carried below in concept
SUBTOTAL		\$18,967,246	\$465.28	\$18,274,922	\$635.03	(\$692,325)	
GENERAL CONDITIONS/REQS		\$2,160,000	\$52.99	\$2,160,000	\$75.06	\$0	
DESIGN CONTINGENCY		\$1,690,180	\$41.46	\$1,021,746	\$35.50	(\$668,434)	Lowered contingency to 5%
CONSTRUCTION CONTINGENCY		EXCLUDED		EXCLUDED			
CONTRACTOR'S FEE -- 3%		\$684,523	\$16.79	\$643,700	\$22.37	(\$40,823)	
BUILDING PERMIT		EXCLUDED		EXCLUDED			
BOND & INSURANCE -- 3%		\$705,058	\$17.30	\$663,011	\$23.04	(\$42,047)	
ESCALATION		\$968,280	\$23.75	\$910,535	\$31.64	(\$57,745)	
TOTAL CONSTRUCTION COST		\$25,175,288	\$617.57	\$23,673,914	\$822.64	(\$1,501,374)	
OWNER'S SOFT COSTS - 20%		\$5,035,058	\$123.51	\$4,734,783	\$164.53	(\$300,275)	
TOTAL PROJECT COST		\$30,210,345	\$741.09	\$28,408,697	\$987.17	(\$1,801,648)	
ENABLING PROJECTS FUNDED SEPARATELY							
ADD ALTERNATE - REPLACE DRAINAGE PIPE WITH CULVERT - PROJECT COST		\$1,324,900		\$754,040		(\$570,860)	



S3 Design Inc.

150 Wood Road, Suite 1000, Braintree, MA 02184

www.s3design-inc.com

781.848.8804

Wahconah Park Rehabilitation Full Services Date:

08/01/24 revised 08/08/24

PROJECT DATA

Client: City of Pittsfield Purchasing Department
70 Allen Street
Pittsfield, MA 01201

Client: Colleen Hunter-Mullet
Purchasing Agent

S3 Design is excited to provide the following proposal for continuing to develop the design and documentation for the rehabilitation of Wahconah Park. This proposal includes professional design services for Design Development and Construction Documents. Scope and budgetary fees for services related to Bidding and Construction Period Services are also provided.

PROJECT SCOPE

S3 Design, Inc. (S3) understands that the City of Pittsfield (CP) would like to move forward with full architectural and engineering services from the recently completed Schematic Design effort.

We are continuing to work with the same team of consultants. The consultants include EDM Studio (EDMS) providing local architectural support for regulatory review and code compliance. Their engineering team, EDM (EDM), will provide Mechanical, Electrical, Plumbing, and Fire Protection Engineering. SLR Consulting will provide their specific experience in site issues related to stadium design and renovation, including structural and Civil Engineering, Landscape Architecture, and Climate Resilience/Floodplain Engineering. Dant Clayton (DC) will continue to provide a structural permit/bid package for the design of the grandstand seating system and roof structure. Finally, we will continue to engage Sports Facilities Company (SFC) to provide a review of stadium design, operations, and support. We have added Trimark to our team to provide food service design and equipment specifications. Please refer to the attached proposals for each sub-consultant for detailed information on the scope of work included in their proposals.

The budget for the project is based on the estimate provided by Skanska and PCM Company dated June 24, 2024. S3 understands that the projected construction cost is approximately \$21,044,792. This includes the hard construction cost of the stadium and site, the drainage culvert, design contingency, and escalation for the estimated construction of the building.

PROCESS

The S3 Design team will continue to facilitate a workshop-based process for the further development of the project. This will become much more detailed, and this format encourages meaningful involvement from project stakeholders. Please see the attached draft project schedule (Exhibit A) for a summary of the proposed design process and meetings.

DESIGN DEVELOPMENT: 11 weeks

During this phase, the S3 team will continue the interactive workshop process we have been facilitating. We anticipate two (2) in-person workshops during this phase. In addition, we anticipate continuing virtual bi-weekly OAC meetings. As the design is developed, the S3 team will coordinate the design, materials, and systems with consultants and project stakeholders.

Coordination with Authority Having Jurisdiction (AHJ): The S3 Design team will meet with the City of Pittsfield's AHJ group to review the overall project approach and code compliance to solicit comments prior to submission of the final permit set.

Civil engineering and site design is included in this proposal. The required regulatory site approvals will be on a parallel schedule with the design to move the site approval submissions concurrently with the completion of the project bid documents. For more information on the specific site-related submissions please refer to the attached proposal from SLR (Exhibit B); Task 1.0 – Design Development & Site Plans for Land Use Applications, Task 3.0 – Wetlands Permitting, and Task 4.0 – Municipal Land Use Applications.

CONSTRUCTION DOCUMENTS: 14 weeks

Once the Design Development package is approved, the S3 Design team will develop Construction Documents for the project. We anticipate two (2) meetings with The Wahconah Park Restoration Committee, Skanska, and the City of Pittsfield to keep stakeholders informed on the progress and development of the drawing set, details, materials, and systems. Our team has experience developing bid documents that meet the sub-bidder and general contractor requirements of MGL Chapter 149. The bid documents will include construction drawings, technical specifications, bid forms, and the construction cost estimate (prepared by Skanska). In addition, S3 will coordinate with Skanska and The City of Pittsfield Purchasing Department regarding the bid process, dates, advertising, and incorporating The City's front-end bid forms into the project specifications.

Based on approved schematic development documents, prepare one set of construction documents, including:

1. Title Sheet
2. Notes and Legends Sheet
3. Demolition plans
4. Interior Floor plans
5. Reflected ceiling plans with lighting fixture types/locations
6. Finish Plans and Schedule
7. Interior Elevations
8. Section Details and Enlarged Plans
9. Schedules and Legends

S3 will coordinate engineers' and consultants' submissions including:

1. Mechanical (included under the architectural contract)
2. Electrical (included under the architectural contract)
3. Plumbing (included under the architectural contract)
4. Fire Protection (included under the architectural contract)
5. Structural (Included under the architectural contract)
6. Civil and Landscape (Included under the architectural contract)

BIDDING / PERMITTING:

Once the Construction Documents are completed, S3 Design will issue the set of documents to Skanska for posting/distribution for bidding. The S3 team will assist Skanska with the evaluation of bids, and once the project is awarded, we will provide signed/stamped sets to the contractor for submission for the building permit.

During this phase, S3 will provide the following:

Bidding

- Answer bidders' questions and RFIs pertaining to the documents and pricing; provide necessary sketches
- Review bids with the client team
- S3 assumes one (1) meeting during this period to review bids with the client.

Permitting:

- Unfortunately, the permitting process and time frame are unique to every jurisdiction, and it is extremely difficult to determine what request a bldg. department will make ahead of issuing the drawings for permitting.
- S3 anticipates one (1) revision to the documents as a result of the local inspectional services comments. Should the local jurisdiction require more than one (1) revision to get through the permitting period, these revisions will be an additional service to this contract.

CONSTRUCTION PERIOD SERVICES (CA): (est. 18 months – duration to be confirmed once bids received)

The S3 Design team will provide the following tasks during the project's construction:

- Regularly (monthly) site visits and issuance of written reports chronicling observations during such visits
- Submit reports as required to the Authority Having Jurisdiction (Pittsfield Inspectional Services)
- Review and respond to Contractor Requests for Information
- Review Contractor Submittals for conformance with Contract Documents
- Review Contractor Monthly Pay Applications
- Review and provide feedback on Contractor Change Requests
- Issue Field Bulletins and Architect's Supplemental Instructions as needed
- Prepare a detailed punch list of the project
- Prepare and issue a Certificate of Substantial Completion when the project is complete

COMPENSATION

S3 proposes additional compensation for the Design Development and Construction Documents services in the total amount of **\$1,217,254 (One Million Two Hundred Seventeen Thousand, Two Hundred Fifty-Four Dollars)**. S3 understands that, if approved, the fees for Design Development and Construction Documents will be included in an amendment to the prime agreement dated April 26, 2023. All other aspects and Terms and Conditions of the original agreement remain in force. The fees listed for Bidding and Construction (\$476,080) are budgetary, based on an anticipated construction schedule of 18 months. Bidding and Construction Period Services will be included in a future contract amendment when the project is approved for construction. The table below provides a breakdown of compensation by phase and consultant:

Design Services (Building)	Design Development	Construction Documents	Bidding	Construction Period Services	Total by consultant
Architecture (S3 Design)	\$ 237,000	\$ 322,500	\$ 15,000	\$ 280,000	\$ 854,500
Code Consulting (EDMS) ²	\$ 17,500	\$ 10,000			\$ 27,500
Sports Operations (SFC) ³	\$ 21,000	\$ 21,000			\$ 42,000
MEP Engineering (EDM) ²	\$ 123,300	\$ 92,000	\$ 20,400	\$ 93,000	\$ 328,700
Kitchen Consultant (Trimark) ⁴	\$ 5,928	\$ 3,192	\$ 1,000	\$ 2,080	\$ 12,200
Structural - Bleacher/Roof (DC) ⁵	\$ 9,167	\$ 9,167			\$ 18,334
Structural Engineering – Task 5.0 (SLR) ⁶	\$ 63,750	\$ 63,750			\$ 127,500
Bidding & Construction Phase Services – Task 9.0 (SLR) ^{6,7} (Structural, Site, Civil, and Landscape)			\$ 5,000	\$ 60,000	\$ 65,000 Hourly/budget
Total Building Design by phase	\$ 477,645	\$ 521,609	\$ 41,400	\$ 435,080	\$ 1,475,734

Design Services (Site) all services provided by SLR ⁶	Design Development	Construction Documents	Total by Task
Task 1.0 - DD & Site Plans for Land Use Apps.	\$ 50,000		\$ 50,000
Task 2.0 - Wahconah St. Stormwater Outlet	\$ 15,000		\$ 15,000
Task 3.0 - Wetlands Permitting	\$ 40,000		\$ 40,000 Hourly/budget
Task 4.0 - Municipal Land Use Apps. & Approvals	\$ 35,000		\$ 35,000 Hourly/budget
Task 6.0 - Stormwater Pollution Prevention Plan	\$ 6,500		\$ 6,500
Task 7.0 - CD's Site/Civil/Landscape		\$ 40,000	\$ 40,000
Task 8.0 - CD's Wahconah Stormwater Outlet		\$ 8,500	\$ 8,500
Task 10.0 – MEPA Consultation: Preparation and Filing of ENF		\$ 23,000	\$ 23,000 Contingent service
Total Site Design by phase	\$ 146,500	\$ 71,500	\$ 218,000

	DD + CD	Bidding + CA	GRAND TOTAL
TOTAL COMPENSATION	\$1,217,254	\$ 476,080	\$1,693,734

Note: All compensation amounts are lump sum/fixed fee unless noted as hourly/budget. Contingent services are also hourly and will not be invoiced if not required/completed.

² Scope detailed in attached proposal from EDM (Exhibit B)

³ Scope detailed in attached proposal from Sports Facilities Companies (Exhibit C)

⁴ Scope detailed in attached proposal from Trimark (Exhibit D)

⁵ Scope detailed in attached proposal from Dant Clayton (Exhibit E)

⁶ Scope detailed in attached proposal from SLR (Exhibit F)

⁷ SLR has combined Construction Period Services for Site/Civil and Structural Engineering into Task 9.0 which is listed in the Building Design portion of the fee table.

Reimbursable Expenses are in addition to fees as listed above:

Anticipated Reimbursable Expense Budget (2% of Total Design Fee) \$ 25,000

EXCLUDED/ADDITIONAL SERVICES

Services requested by the client that are not included in the Basic Scope of Services will be considered additional services, and S3 Design will be compensated for these services on a time and expense basis. Additional services may include:

- Development of marketing materials for client beyond what is done for the design process
- Preparation for and attendance at meetings in addition to those outlined above
- Work provided out of sequence or changes to previously approved work
- Work required due to delays in the schedule not caused by the Design Team
- Work required due to changes in code that occur after the start of the project
- Specialty consultants not identified in this proposal (Audio Visual, Tel/Data, Security)
- Additional value-engineering from approved Schematic Design

EXCLUSIONS

S3 Design Inc. is not licensed nor insured to deal with Asbestos Contained Material. Identification, testing, and remediation of hazardous materials is not included in this contract. Preliminary testing has identified potential asbestos. S3 understands that all asbestos abatement, remediation, and removal are to be completed outside of this contract.

We look forward to continuing working with the City of Pittsfield to realize your vision for this once-in-a-generation project. If you have any questions, please feel free to contact me.

Sincerely,



Authorized signature for:

Date: 08/08/24

S3 Design Architecture Inc. / S3 Design Inc.

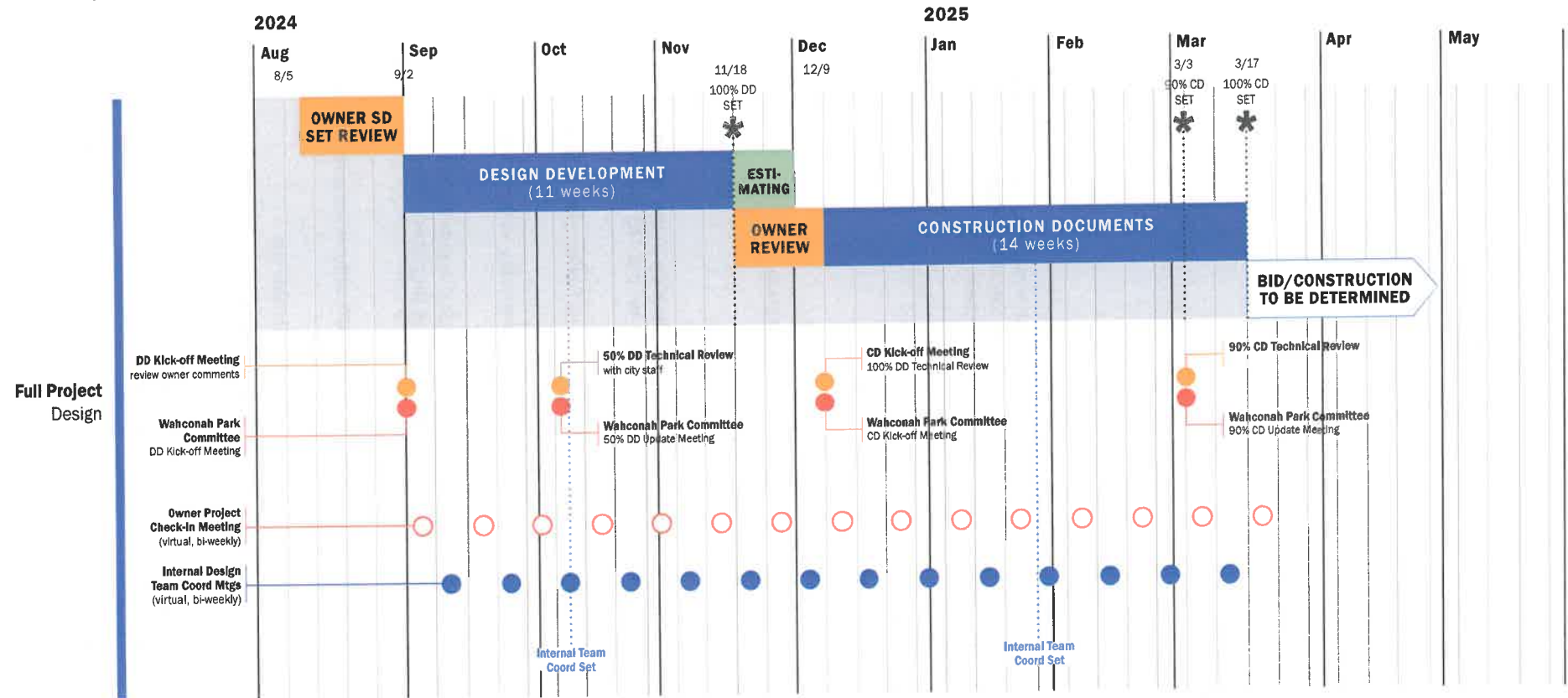
Salvatore Cenciello, AIA

President

Attachments: EXHIBIT A: Project Design Schedule
EXHIBIT B: Proposal from EDM
EXHIBIT C: Proposal from Sports Facilities Companies
EXHIBIT D: Proposal from Trimark
EXHIBIT E: Proposal from Dant Clayton
EXHIBIT F: Proposal from SLR

Preliminary Project Schedule

EXHIBIT A



Task	2024				2025		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Base Services							
Task 3 – Wetlands Permitting							
3.1 WPA Form 3 - NOI							
3.2 NHESP Review							
3.3 DEP 401 Water Quality Certification							
3.4 MEPA Advisory Opinion							
3.5 ACOE General Permit SV/PCN							
Task 4 – Municipal Land Use Applications							
4.1 Traffic Impact Statement							
4.2 Site Plan filing and hearings							
Task 6 – Stormwater Pollution Prevention Plan							
6.1 SWPPP							
6.2 EPA NOI							
Contingent Services							
Task 10 – MEPA Consultation - Preparation and Filing of ENF							

LEGEND

 Approximate task duration

 Estimated review duration by others



July 25, 2024
Revised July 26, 2024

engineering

design

management

Mr. Steve Fellmeth, Sr. Designer
S3 Design, Inc.
150 Wood Road, Suite 1000
Braintree, MA 02184

Re: Wahconah Park Rehabilitation – DD thru CA
std-6556p1

Dear Steve:

We are pleased to propose our services to provide Code analysis and historic architectural support along with design of the MEP+FP components of the rehabilitation of the existing historic Wahconah Park located at 143 Wahconah St. in Pittsfield, MA.

Design Team

We propose the following team for this project.

edmPC	Mechanical Engineering Electrical Engineering Plumbing Engineering
edm Studio	Code Analysis/Quality Assurance
RAN Associates	Fire Protection/Fire Alarm

Scope of Project

The scope of the project consists of designing for the rehabilitation of the existing Wahconah Park located in Pittsfield, MA. The baseball park is listed on the US National Register of Historic Places.

edm's scope will include improvements to support the previous Schematic Design submission for the park and includes:

- Attendance of one edm personnel at up to (14) bi-weekly virtual project meetings during the design phase.
- Meeting with the MA Historic Commission and the Local Authority having Jurisdiction (AHJ) to review the project and the implications of the proposed renovations.
- Provide Construction Document Code Analysis.
- Provide Quality Assurance review of the 50% and 90% submissions for conformance with the MS State Building Code.
- Attendance of one edm personnel at up to four City meetings.
- Develop MEP+FP design of Park improvements including:

Mechanical

- The scope of the project, as we understand it, is as follows, any scope item not specifically mentioned below will be considered additional services. Please see additional services paragraph:
 - Design and specification of new air conditioning and heating systems to serve this building.

pittsfield, ma

farmington, ct

troy, ny

888.336.6500

www.edm-ae.com

- Design and specification of new exhaust systems to serve the building.
- Design and specification of new ventilation systems to serve the building.

Electric

- The scope of the project, as we understand it, is as follows, any scope item not specifically mentioned below will be considered additional services. Please see additional services paragraph:
 - Design and specification of a new electrical service to serve this building.
 - Design and specification of a new generator to serve this building.
 - Design and specification of power devices and branch circuits within the building.
 - Design and specification of branch circuits serving HVAC, plumbing, and other common space equipment.
 - Inclusion of lighting layouts onto plans, associated lighting controls, and branch circuits within the building.
 - Inclusion of exterior lighting layouts onto plans, associated lighting controls, and branch circuits within site area associated with this project.
 - Provide backboxes and conduit for telecom devices.

Plumbing

- The scope of the project, as we understand it, is as follows, any scope item not specifically mentioned below will be considered additional services. Please see additional services paragraph:
 - Design and specification of a sanitary sewer system and associated venting to serve the building.
 - Design and specification of a domestic water service and associated distribution system to serve the building.
 - Design and specification of a domestic hot water system and associated distribution system to serve the building.

Fire Protection/Fire Alarm

- The scope of the project, as we understand it, is as follows, any scope item not specifically mentioned below will be considered additional services. Please see additional services paragraph:
 - Design and specification of a new NFPA 13 fire service to serve the building.
 - Design and specification of a new NFPA 13 sprinkler system to serve the building.
 - Design and specification of a new NFPA 72 fire alarm system to serve the building.

Scope of Services

The following services will be provided by our team.

Design Development

1. Once we have an approved Schematic Design package, we will provide continued development of the design for your review. Integration of the actual engineered building systems, equipment and finalization of the interior design will take place during this phase.

2. Develop building trade plans in Revit format from the Revit model provided by S3 Design.
3. Develop preliminary trade plans.
4. Prepare a Design Development Package of the selected scheme consisting of:
 - Conceptual drawings
 - Updated narrative description of the work required (Basis of Design)
5. Meet with you to review the Design Development package for approval and discuss any questions or comments.
6. During this phase we will meet a total of two times in-person with City personnel and MHC. In addition, up to eight virtual meetings have been included.

Construction Documents

7. Based on an approved Design Development package, we will prepare a Construction Document Package consisting of drawings and specifications.
8. Updated pdf plans and Revit Models will be provided to the team regularly during this phase for coordination.
9. Review progress at up to two meetings. The second will be at 95% completion. We intend to make limited coordination modifications to this package as a result of these meetings. Substantial changes or revisions may be subjected to additional fees and schedule modifications.
10. During this phase we will meet a total of two times in-person with City personnel and once with the MHC. In addition, up to six virtual meetings have been included.

Bidding

1. Issue electronic bidding documents.
2. Attend a pre-bid conference.
3. Answer questions/RFI's.
4. Prepare and issue addenda.

Construction Administration

1. Attend of one edn personnel at bi-weekly progress meetings during the proposed 18 months of construction. Half of these will take place at the project site and the dates will concur with our site visits.
2. Perform monthly site visits during the proposed 18 month construction and issue a follow-up field report for each.
3. Address questions/RFI's and issue clarifications.
4. Review submittals.
5. Provide assistance with change orders.
6. Create a punch list upon completion of construction.

Assumptions

The following assumptions have been made in preparation of this proposal:

1. The design will build upon the approved Schematic Design submission.
2. Construction administration will be based upon an 18 month construction period.

3. A Revit model of the proposed building will be provided to us for use in developing our trade plans. **edm** uses Revit 2024.
4. Bidding front end documents (Division 0 & 1) will be prepared and assembled by the client. **edm** will provide technical sections in book type format for insertion into the specifications.
5. Access to the site for fieldwork is available during normal business operating hours and will include a ladder (if required).
6. edm will develop ComCheck reports only for the mechanical, electrical and plumbing elements for building. S3 Design will develop reports for architectural elements.
7. S3 Design will be responsible for completing the Thermal Envelope Certificate required by the Energy Code.
8. Revit models provided to edm for our use have been approved by the Owner. Any changes to the plan after edm starts work may be subject to additional design costs and delays in the schedule.
9. Equipment cuts for equipment provided by others shall be shared with edm, a delay in getting this information may require additional design time and fees.
10. edm Revit models are not for use for clash detection.
11. edm Revit models are not to be shared with others without our written permission.
12. Lighting fixture selections and layout will be by S3 Design.
13. Contractor will develop coordination drawings and submit to **edm** for review.
14. Contractor will prepare, maintain and deliver accurate red-line markups of as built conditions.
15. Drawings will be prepared in Revit format.
16. Green Certification – While the building will be designed to be an energy-efficient environmentally friendly structure, no certification process such as LEED will be pursued.
17. Start up and commissioning of the systems will be performed by others. **edm** can be onsite and assist in these efforts, if requested, for an additional service fee.
18. Fire Protection
 - NFPA 13 sprinkler system design.
 - NFPA 14 manual wet standpipe system design.
 - NFPA 72 fire alarm design.
 - Fire protection system narrative and hydraulic calculations will be provided.
19. Electrical
 - The following assumptions have been made in preparation of this proposal:
 - a. The term “branch circuit” includes specification of circuit breaker, conductor size, and conduit size from panelboard to load.
 - b. Lighting design:
 - i. Incorporate interior lighting layouts provided by others.
 - ii. Fixture specifications selected by others.
 - iii. Lighting control design and specifications in accordance with Energy Code requirements.
 - iv. Site lighting layout and photometrics provided by others.
 - c. Power design:

- i. Equipment layouts and electrical specifications for common area spaces are provided by others. This includes but not limited to salon, cinema, wellness center, and elevator.
 - ii. Telecom layouts indicating device locations are provided by others.
 - iii. Food service equipment layout and specifications provided by others.
 - iv. Generator to be designed to serve sewage and ejector pumps.
20. Plumbing

The existing sanitary ejection pump will be salvaged and re-used.

Exclusions

The following services have not been included in this proposal:

1. Site Survey.
2. Geotechnical investigation and reporting.
3. Architectural, Civil and Structural engineering services.
4. Fire Pump design.
5. Design of any non-water based fire suppression system.
6. Regulatory Approvals - Services for the procurement of regulatory approvals for the project such as planning and zoning will be handled on an hourly basis as needed.
7. Cost Estimating.
8. Services necessitated by a change in the initial information, previous instruction or approvals given by the client, or a material change in the project.
9. Changing or editing previously prepared designs necessitated by the enactment or revision of codes, laws or regulations or official interpretations not reasonably anticipated.
10. Conformed set of drawings prior to construction including all addendums and revisions for each discipline.
11. Value analysis of contractor bid alternates or scope changes.
12. Pursuit of utility incentives or rebates.
13. Providing professional services made necessary by the default of the contractor in performance of the construction contract.
14. Hydrant flow testing.
15. Energy calculations, life cycle cost analysis and energy modeling.
16. Support for any energy certification such as LEED, Energy Star, Net Zero, PassivHaus, etc.
17. On-site start up and commissioning assistance.
18. Low-voltage electrical system design (data, telephone, security, audio/visual and data).
19. Solar electric generation system design.
20. Lightning protection design.
21. Arc Flash Study, Short Circuit and Coordination studies.

Fees

We propose to provide the above MEP+FP Scope of Services for the following fees plus reimbursable expenses:

<u>Phase</u>		
Design Development	fixed fee	123,300
Construction Documents	fixed fee	92,000
Bidding	fixed fee	20,400
Construction Administration	fixed fee	<u>93,000</u>
Total		\$328,700

We propose to provide the above Code Analysis and Quality Assurance Scope of Services for the following fees plus reimbursable expenses:

<u>Phase</u>		
Design Development	fixed fee	17,500
Construction Documents	fixed fee	<u>10,000</u>
Total		\$27,500

Reimbursable Expenses involve expenses incurred by **edm** in the direct interest of the project for transportation, postage, overnight courier, reproductions and other miscellaneous expenses.

Schedule

We are prepared to commence work approximately four weeks after your authorization to proceed and anticipate working to suit the project schedule. Delays in receiving information will increase the submission date from edm the equal number of days or more depending on work load.

The DD submission is anticipated to start in early September 2024 and end in late December 2024, the CD submission completion is estimated for mid-March 2025, bidding will be during the summer of 2025 and construction will proceed in the Fall of 2025. However, the final start date and completion schedule will be dependent upon other work in progress at time of authorization which may delay start and completion.

Additional Services

Additional services requested, that are not included in the scope of services, will be submitted for approval prior to commencing any additional work.

Terms & Conditions

General Conditions of the Contract for Architectural and Engineering Services are included herein. These conditions form an integral part of this proposal.

If you find this proposal acceptable, work will be scheduled upon receipt of a Purchase Order, signed copy of this proposal, or a mutually acceptable contract document. Invoices will be issued monthly with payment terms net 30 days. Accounts with overdue balances risk the possibility of having their work delayed until payments are brought current.

Thank you for the opportunity to submit this proposal. We look forward to teaming with you on this project. If you have any questions or comments, please do not hesitate to call.

S3 Design, Wahconah Park
July 26, 2024
Page 7

Sincerely,

edm



Robert J. Sherman, PE, CEA
Director of Mechanical Engineering/Operations Manager

enclosure

ACCEPTANCE OF PROPOSAL – The services, fees and conditions herein are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Client

Title

Date of Acceptance

SFD VENUE PLANNING AND DESIGN SUPPORT

The goal and purpose of SFD's venue planning and design support services is to serve project owners by reducing risk, eliminating headaches, optimizing facility design, and maximizing the value of every dollar, the results of which is a superior facility. Our project team is composed of engineers, project managers, and experienced facility operators who have specialized in sports, recreation, events, and wellness facilities. This team provides a complementary and collaborative set of services to your A/E/C team.

During the planning and design process, your SFD project team works as an "owner's representative" with the construction team to ensure the facility design supports the proforma and is optimized achieves the owner's goals. This reduces risk, shortens timelines, and decreases workload for owners.

Your SFD project team ensures the athletic spaces and equipment meet the requirements for leagues, tournaments, events, and other supporting programming. They leverage our deep operational and development experience to ensure your facility designs, adjacencies, and equipment are optimized for staffing and operational execution for your specific events and programming. Our focus isn't only on the technical facets of the facility, but on the overall guest experience. Your SFD project team will engage SFC's facility marketing department to ensure the brand vision, cross-marketing, and sponsorship opportunities are incorporated into the facility from the start.

PHASE 1: PLANNING & SCHEMATIC – Completed as part of feasibility study

Facility Development Planning Session

Beginning with a Facility Development Planning Session, Consultant's project team will review the vision, financial forecasts and business plan, programming, and space requirements, provide an initial design and project schedule review. The goals and objectives outlined in this session will provide critical benchmarks and guidelines for decision making throughout the project.

Project & Process Management

Through weekly check-in meetings monthly status reporting, (schedule, budget, milestones, accomplishments), and on-demand conferences, Consultant's project team provides the Client with control and visibility into the entire design process guided by Consultant's experience opening and managing facilities. While the architect is working to create a beautiful, functional space, Consultant will provide operational expertise and user-centered design guidance to execute Client's vision.

Throughout the duration of your Venue Planning and Design Support services, the SFC project team will deliver/execute the following:

Programming and Design Concept Support Services

- Programming/ Design Meeting Conferences
- Equipment Coordination Considerations
- Sport Rule Comfort/Compliance Considerations
- Operational Design Adjacency Considerations
- Progress Meetings
- Cash Handling Considerations
- Furnishings Considerations
- Storage Benchmarks and Considerations
- Technology Considerations
- Operational Budget Impacts
- Facility Branding and Experience Considerations
- Sponsorship Inventory Considerations
- Facility Wayfinding / Signage Considerations
- F&B Benchmarks and Considerations
- FF&E Considerations

Schematic Design Support Services

- Design Concept Comments and Markups
- Equipment Basis of Design Recommendations
- Equipment Coordination Information
- Construction Cost Estimation Review
- Sport Rule Comfort/Compliance Requirements and Review
- Operational Design Requirements and Review
- Coordination Meetings as Required
- Progress Meetings
- Storage Requirements
- Technology Requirements
- Operational Budget Impacts
- FF&E Milestone Schedule
- Finishes Recommendations
- Site Fencing & Gate Access Review (Outdoor)

PHASE 2: DESIGN, DEVELOPMENT & CONSTRUCTION DOCUMENTS

Design Development Support Services

- Schematic Design/Milestone Set Comments and Markups
- Equipment Specification Generation
- Equipment Coordination Information
- Construction Cost Estimation Review
- Sport Rule Comfort/Compliance Requirements and Review
- Operational Design Requirements and Review
- Value Engineering Studies (if required)
- Progress Meetings
- Cash Handling Plan and Schematic
- Furnishings Schematic
- Storage Plan and Markup
- Technology Requirements and Schematic
- Operational Budget Impacts
- Facility Branding Design Concept
- Sponsorship Inventory Design
- Facility Wayfinding / Signage Markup
- FF&E Milestone Schedule Updates
- Door Schedule Review (Lock Styles, Closures, Etc)
- AED Placement Recommendations
- Finishes Review

Construction Documents Support Services

- Design Development /Milestone Set Comments and Markups
- Equipment Specification Generation
- Equipment Coordination Information
- Construction Cost Estimation Review
- Sport Rule Comfort/Compliance Requirements and Review
- Operational Design Requirements and Review
- Value Engineering Studies (if required)
- Progress Meetings
- Cash Handling Plan and Schematic
- Furnishings Schematic Markup
- Storage Plan and Schematic Markup
- Technology Requirements and Schematic Markups
- Operational Budget Impacts
- FF&E Milestone Schedule Updates

Phase 2 Fee: \$42,000

Design Services Proposal

Issued July 29, 2024

Client Information:

S3 Design Inc
150 Wood Road
Suite 1000
Braintree, MA 02814
Sal Canciello, Principal
scanciello@s3design-inc.com

Project Summary:

Wahconah Park Renovation
Pittsfield, MA

Prepared by:

TriMark USA, LLC
2801 S. Valley Pkwy, Suite 200
Lewisville, TX 75067
Caltia Latimer, Design Services
678.447.1520
caltia.latimer@trimarkusa.com

Thank you for the opportunity to provide this design proposal.

Our design team is eager to put our knowledge and expertise to work for you on this project!

SCOPE OF PROJECT

TriMark's design professionals will provide the Client with consultation, drawings, and documentation (the "Services") for use in the procurement and installation of foodservice equipment at the Client's restaurant or foodservice facility (the "Project").

Program Area

This agreement is to provide Foodservice design services and drawing set for approximately 1,390 sq. ft. of existing foodservice space as specified by Client, as part of a renovation project. The following areas are included:

Lower Concourse

- Concessions – 454 sq. ft.
- Concessions Storage – 226 sq. ft.
- New Beer Shed – 96 sq. ft.

Upper Concourse

- Concessions – 86 sq. ft.
- Foodservice Kitchen/BOH – 462 sq. ft.

Project Phases & Deliverables

The Project will consist of the following phases and deliverables. Each phase includes meetings, as required by TriMark, to coordinate with project team members. The phase and Project durations are approximate and vary based on scope variables, iterative design process, and Client's availability.

Client Initials _____

Phase 1: Schematic Design – Approximate phase duration of 2-3 weeks

TriMark will apply the programming and conceptual design information provided by Client into a schematic layout that optimizes space, meets specified brand standards and known local requirements. In this phase, TriMark will begin to determine equipment specifications. Subject to TriMark's reasonable discretion, TriMark will revise this design as requested by the Client until approval is granted to move on to next phase.

The services and deliverables in this phase will be as follows:

- Programming/operational discussion
- Conceptual/bubble diagram layout (if applicable)
- Foodservice equipment layout

Phase 2: Design Development – Approximate phase duration of 2-3 weeks

TriMark will work with the Client to determine recommended equipment that align with the Client's budget and needs. Once the Client's final selections are made, a plan will be issued with a tagged floor plan and equipment schedule coordinating the selections. Upon completion, we will obtain Client's approval of the Deliverables listed below before initiating the next phase.

The deliverables in this phase will be as follows:

- Foodservice equipment selection/specifications
- Equipment specification sheet book
- Provide budgetary cost estimate

Phase 3: Construction Documents – Approximate phase duration of 3-4 weeks

TriMark will create comprehensive plans that include the mechanical, electrical, and plumbing configurations for the equipment selected and approved by the Client. The plans will also provide mechanical specifications, including manufacturer shop drawings, for hoods and walk-in coolers. All plans will provide detailed equipment utility schedules along with rough-in location requirements and any clarifying details as needed. Once this set of plans is approved and issued for use, any subsequent changes will constitute Modifications (as defined below).

The deliverables in this phase will be as follows:

- Final foodservice equipment layout and schedule
- Foodservice related plumbing in-ground and above-ground rough-in plans
- Foodservice related electrical rough-in plans
- Special conditions plans (if applicable this will include: wall backing, suggested beverage conduit locations, hold-to/critical dimensions)
- Manufacturer system details & shop drawings as required to convey design intent (exhaust hoods, refrigeration drawings, custom stainless, etc.)
- Equipment elevations
- CAD or Revit coordination file(s)
- Final cost estimate for the Project

CLIENT RESPONSIBILITIES

Client is responsible for completing the below activities and providing the required information prior to TriMark's commencement of the Services. TriMark will rely on the information provided by Client for accuracy and completeness. Any error or defect in the deliverables due to inaccuracy or incompleteness of the information provided by Client will be corrected upon request at Client's cost.

The Client responsibilities include:

- Providing the project scope, menu, operational goals, foodservice budget, and schedule guidelines
- Providing the current building plans and details, available in AutoCAD or Revit
- Completing verification of available utility supply and operation
- Communication of any changes to the building impacting interior space
- Provide a detailed list of any existing equipment items that should be incorporated into the Project design
- General equipment brand standards or preferences (if applicable)

EXCLUSIONS

Unless explicitly stated otherwise herein, the following items are excluded from the scope of Services:

- Jurisdictional coordination and submittals including health department submittals, trade permit submittals, and building permit submittals
- Permit or submittal fees
- Site survey and field measurements for as-built drawing document creation prior to design commencement
- Structural engineering required for mounting or hanging foodservice equipment
- Any services outside of industry standard food service consulting services including Architectural, Structural, MEP Engineering, and Interior Design
- Construction administration from design services team

FEES & BILLING TERMS

TriMark shall provide the services detailed in this proposal at the following fee structure:

Schematic Phase	\$ 3,192
Design Development Phase	\$ 2,736
Construction Document Phase	<u>\$ 3,192</u>
Design Project Total.....	\$ 9,120

Client Initials _____

Billing Terms:

25% Retainer is due by Client upon Effective Date of this Agreement. Phased billing of Project Total will be performed at conclusion of each phase listed in Fees & Billing Terms with final payment due prior to release of the final construction documents.

Should the project be postponed or cancelled, TriMark will submit invoices and will be paid for work completed, up to the date of received written notification to stop work. If the project is activated more than one (1) year after notification to stop, the design fees will be equitably adjusted to reflect re-start and other incurred costs.

OPTIONAL SERVICES

The following optional services are not included in the Design Project Total but can be provided at an additional cost:

Construction Administration

TriMark is committed to working with the Client's construction team throughout the course of the entire project to ensure the integrity of the project is maintained.

This includes providing the following:

- Answers to Requests for Information (RFI's)
- Bulletins
- Review and approval of kitchen equipment contractor submittals
- Preparation of a foodservice equipment construction punch list. Includes one (1) in-person site inspection for punch list development by a TriMark design services professional. Date and location to be determined by the Client. Expenses to be invoiced as described in Reimbursable Expenses section below.
- Post-construction documentation incorporating all Foodservice document markups, addendums, RFI responses, bulletins into a consolidated set of documents

Construction Administration Total \$ 3,080

REIMBURSABLE EXPENSES

It is anticipated that drawings and specifications will be shared electronically. The following shall be reimbursable expenses and billed to Client monthly or as otherwise agreed at TriMark's cost *[plus a 10% administrative fee]*:

- Client pre-approved reproductions of drawing sets and cut sheet books
- Travel and expenses for pre-approved travel beyond that noted in the above Scope of Project

Client Initials _____

MODIFICATIONS

Upon completion and Client approval of each phase, the phase will be considered completed and any rework of the design work completed in that phase will be done accordance with the following hourly rate schedule:

Technical Designer/Designer	\$105/hr
Lead/Senior Designer	\$130/hr
Director	\$150/hr

Modifications can also include any major revisions to drawings and specifications after the Construction Document Phase has started or drawing and specification revisions required to accommodate requested value engineering after the completion of the Construction Documents phase. Revisions of TriMark's drawings required by building department plans examiner are included at no additional charge.

This Design Services Proposal is subject to TriMark's Terms and Conditions of Design located at: <https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-of-Design-2022.pdf>, which are incorporated herein by reference. The Design Services Proposal and the Terms and Conditions of Design are referred to collectively herein as "the Agreement."

The parties hereby execute this Agreement by their duly authorized representatives intending to be bound as of the Effective Date.

CLIENT SIGNATURE

DATE

TRIMARK SIGNATURE

DATE

Client Initials _____

August 1, 2024

Subject: Proposal for Design Assist DD and CD Services
Wahconah Park Grandstand
Pittsfield, MA

Dant Clayton is pleased to provide the following additional services for this project. Scope outlined below will bring the design of the grandstand structure to 100% CD's.

SCOPE OF STADIA DESIGN SERVICES

1. Attend weekly design team meeting to coordinate the project requirements, review project design schedule and support the construction budgeting.
2. Coordinate design with the City and Design Team.
3. Issue working set of documents to support the design team and project schedule. Design will be coordinated using Revit in tandem with the Design Team's models.
4. Provide relevant details of the stadium seating system and coordinate the connections and interface of the stadium structure details with the other design members.
5. Design of the grandstand structural system.
6. Engage a third-party Structural Engineer to perform calculations on the seating system and miscellaneous seating and railing components.
7. Design of foundations to support grandstand system is assumed to be designed by the architects structural engineer. Dant Clayton will provide reactions and coordinate support points.
8. Design and layout of railing, closure & seating system with support from the Architect.
9. Participate in design review, scheduling, scoping and cost estimating iterations with the design team members during the Design phase of work.
10. Review constructability, including sequencing and scheduling, in tandem with project team.
11. Prepare and submit MA PE sealed drawings for owner approval, permitting and construction.
12. Establish a GMP for the construction phase of work after CD phase is completed.

PRECONSTRUCTION PROJECT SCHEDULE

NTP 8/16/2024 TO 9/1/2024
DD PHASE 9/1/2024 TO 11/18/2024
CD PHASE 12/9/2024 TO 3/17/2024

FEE SCHEDULE & PAYMENT FOR SERVICES

Compensation for the professional services described in the scope of services is outlined below. Fees for all services will be invoiced on a monthly basis for services as they are performed. Full payment of invoices is due within 30 days from invoice date.

If the assumptions made in the scope of services relative to extent of work are found to change, you will be notified in writing and a new (additional or reduced) fee will be presented.

Design Assist Fee Total	\$ 18,334	Lump Sum
--------------------------------	------------------	-----------------

CLOSURE

We appreciate the opportunity to submit our design proposal on this project and are excited to be part of the design team. If acceptable, please indicate your intent to award and a notice to proceed by signing below.

Sincerely,



ADAM B. ZAHN
ENGINEERING MANAGER
DANT CLAYTON CORPORATION

ACCEPTANCE AND NOTICE TO PROCEED

The individual signing below represents and warrants that he or she is signing with full and complete authority to bind the party on whose behalf he or she is signing, to each and every term of this proposal.

Accepted By: _____

Signature

Date: _____

Printed Name and Title

July 26, 2024

Attention: Salvatore Canciello, AIA, Principal
S3 Design, Inc.
150 Wood Road, Suite 100
Braintree, MA 02184

Email: scanciello@s3design-inc.com

SLR Project No.: 145.21483.P0002

**RE: Proposal for Site Plan Design Services
Wahconah Baseball Park Improvements
Pittsfield, Massachusetts**

Dear Sal:

Pursuant to your request, SLR International Corporation (SLR) is pleased to provide S3 Design, Inc. with this proposal for professional services for site, structural design services, and regulatory permitting associated with the Wahconah Baseball Park facility improvements located in Pittsfield, Massachusetts.

Our scope of services, as outlined herein, is based on our understanding of this project with our preparation of schematic design.

Scope Of Services

Base Services

Task 1.0 – Design Development & Site Plans for Land Use Applications

- 1.1 Conference Calls – Project team members will coordinate and host bi-monthly conference calls throughout this phase of work as needed and/or requested by the City and/or project partners. For planning purposes, twelve 1-hour conference calls are assumed.
- 1.2 The schematic design plan, as prepared under our previous authorization, will be advanced to sufficient detail for submission to local regulatory commissions, and will include the following items:
 - Existing conditions and removals
 - Layout of proposed building, access drives, parking areas, and walkways, and identification without details of any steps, retaining walls, etc. SLR will coordinate with the architect on building architecture.
 - Proposed contours at 1-foot intervals, including appropriate spot elevations and finished floor elevations of the building
 - Stormwater management improvements and stormwater collections systems

- Schematic location of utility services, including water supply, telephone/data, power, etc.
 - Sediment and erosion control plan and specifications, including narrative, in conformance with the Massachusetts *Erosion and Sediment Control Guidelines for Urban and Suburban Areas*
 - Landscaping plan suitable for regulatory approvals, including size and type of shade, flowering, and evergreen trees; ornamental plantings; and designation of those areas of natural vegetation not to be disturbed.
 - Site lighting and photometric plan, including location and type of fixtures, not including electrical design
 - Typical site construction details
 - Zoning data schedule
- 1.3 Design stormwater management facilities with supporting documentation and prepare a Stormwater Management Report that includes runoff calculations and hydraulic calculations for stormwater conveyance systems. The hydrologic and hydraulic analysis as prepared under schematic design will be used as a basis for the design of stormwater management facilities. The report will also address water quality enhancements, sedimentation, and erosion control practices during construction and will describe a postconstruction operation and maintenance plan for stormwater controls.

Task 2.0 – Wahconah Street Stormwater Outlet

The schematic design drawings as prepared under our previous authorization depict the replacement of the existing 24-inch corrugated metal arch pipe that conveys stormwater runoff from the Wahconah Street stormwater collection system to the easterly bank of the West Branch of the Housatonic River. The existing outlet is known to be in a significant state of disrepair and based on the results of the stormwater analysis, the existing outlet will be replaced with a new box culvert that begins at the drainage collection system in Wahconah Street and outlets approximately 200 feet upland to a water quality swale that drains to the river. Under this authorization, we will advance the preliminary design of the outlet based on design comments received for inclusion with the permit drawings. The following scope items will be undertaken in this task:

- 2.1 Attend one design review meeting with the City of Pittsfield (“the city”) Engineer to review the results of the hydraulic analysis and layout of the new outlet.
- 2.2 Update the hydraulic analysis as necessary based on design review comments by the city as previously described.
- 2.3 Advance the design of the Wahconah Street stormwater outlet based on input obtained from the city for inclusion with the permit drawings, as prepared under Task 1.0.

Task 3.0 – Wetlands Permitting

This task includes wetlands permitting support pursuant to the Massachusetts Wetland Protection Act (WPA) for the filing of a Notice of Intent (NOI) (WPA Form 3) associated with activities within wetland resource areas. Project improvements will involve activities within the resource area of the West Branch Housatonic River, including the Federal Emergency



Management Agency (FEMA) 100-year floodplain, which is regulated as land subject to flooding under the WPA. As such, the NOI will include a compensatory storage analysis for improvements within the floodplain. The NOI filing will include the Stormwater Management Form (WPA Appendix B) for site drainage improvements and the Wahconah Street Stormwater Outlet as prepared under Task 2.0. We will complete the following items associated with this permitting:

- 3.1 Prepare WPA Form 3 – NOI application including supporting narrative, permit drawings, wetland delineation report (as prepared under our previous authorization), compensatory flood storage calculations and pertinent site figures.
- 3.2 Submit a copy of the NOI to the Massachusetts Natural Heritage and Endangered Species Program (NHESP) for their concurrent review of the application.
 - 3.2.1 Coordinate with the City to produce an abutter's list and publish a legal notice in the local newspaper of choice by the municipality.
 - 3.2.2 Submit up to five copies of the application and supporting materials to the Pittsfield Conservation Commission for review. The application will be electronically filed with Massachusetts Department of Environmental Protection (MassDEP).
- 3.3 SLR will provide technical representation at one site walk and up to two public hearings with the Pittsfield Conservation Commission.
- 3.4 Prepare a 401 Water Quality Certification (WQC) Bureau of Resource Protection (BRP) Wetlands and Waterways (WW) 11 Minor Project Certification for activities with wetland resources areas, as we anticipate alteration of wetland resources will be greater than 5,000-square-feet.
 - 3.4.1 Obtain two soil grab samples within the affected wetland areas for analytical testing at a laboratory in accordance with the requirements of the WQC.
 - 3.4.2 File the MassDEP Transmittal Form and BRP WW11 application form and pertinent narrative information from the NOI filing, other supporting project information, and the application fee provided by the City for submission to the MassDEP Western Regional Office. We will also prepare a public notice for publication in the Environmental Monitor and a legal notice for publication in the local newspaper.
- 3.5 Prepare and submit an Advisory Opinion with the Secretary of Energy and Environmental Affairs (EEA) Massachusetts Environmental Policy Act (MEPA) Office pursuant to 301 CMR 11.01(6) to determine or confirm that project impacts trip relevant MEPA thresholds and warrant the filing of an Environmental Notification Form (ENF) or Environmental Impact Report (EIR). We have included the preparation of an ENF as a contingent service as described hereafter.
- 3.6 Prepare a United States Army Corps of Engineers (USACE) General Permit (GP) Self-Verification (SV) or Pre-Construction Notification (PCN) application as applicable based on the triggered thresholds in accordance with the provisions of the GP for the Commonwealth of Massachusetts.



Task 4.0 – Municipal Land Use Applications

Our services under this task will include the preparation and submission of plans for site plan review of the proposed development of the site pursuant to the Pittsfield Zoning Regulations as follows:

- 4.1 Assist in filing the drawings, site plan application, stormwater management report, and required supporting documentation pursuant to the relevant provisions of the Pittsfield Zoning Regulations. We assume any required architectural drawings of the proposed building will be provided by the project architect.
- 4.2 SLR will prepare a traffic impact statement to assess peak-hour impacts on the existing roadway system in the vicinity of the project area. Trip generation analysis for the proposed facility will be based on the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, latest edition. We assume that a full Traffic Impact Study is not required for this project based on the intended use as a small industrial and retail facility and as such, one is not included in this agreement. No field data collection is proposed.
- 4.3 Prepare a color-rendered site plan for overall presentation of the project during planning board hearings.
- 4.4 Participate in one preapplication meeting with the City of Pittsfield to review the project for site plan review approval.
- 4.5 Attend up to four meetings, field trips, and public hearings with the planning board, and up to two staff review meetings as required.
- 4.6 Make minor revisions to the plans as may be requested by the planning board and other applicable local agencies or staff.

Task 5.0 – Structural Design Development and Construction Documents

Our services under this task will include the preparation of structural plans for design development and construction documents. The layout of bleachers, and facilities will be provided by S3 Design, Inc.

- 5.1 Meet with design team and stakeholders to go over any changes/modifications from schematic design.
Review any changes in the technical specifications and Layout provided by S3 Design, Inc. from schematic design.
- 5.2 Review any changes in the bleacher layout provided by manufacturer from schematic design.
- 5.3 Work with Geotechnical engineers to finalize soil parameters, pile capacity and finalize report.



- 5.4 Perform structural calculations for new and existing pile foundations for new bleacher system.
- 5.5 Prepare structural details for foundations, connections, and modifications to existing members.
- 5.6 Design new structural steel and foundations for concourse, roof, and other structural elements per schematic design i.e. stair shafts, exterior ramps, and stairs.
- 5.7 Develop structural plans to include the following:
 - Overall Structural Layout Plan
 - Pile Layout Plan
 - Foundation Plan
 - Steel Framing Plans
 - Steel Column Schedule and Connection Details
 - Elevations, Sections, and Details
 - General Structural Notes
 - Typical Structural Details
 - Miscellaneous Details
- 5.8 Prepare quantity take-offs.
- 5.9 Meet with stake holders to discuss design development documents.
- 5.10 Incorporate final review comments and prepare construction plans and specifications for bidding.

Task 6.0 – Stormwater Pollution Prevention Plan

- 6.1 SLR will prepare a Stormwater Pollution Prevention Plan (SWPPP) recognizing that more than 1 acre of the site will be disturbed for the project improvements pursuant to the provisions of the Environmental Protection Agency (EPA) Construction General Permit. Contents of the SWPPP will be provided in accordance with the requirements of the National Pollutant Discharge Elimination System (NPDES) and will include the following site-specific elements:
 - EPA NOI forms
 - Certifications, contact information, and responsible parties
 - Existing conditions and site activity description
 - Erosion and sediment control best management practices (BMPs)
 - Good housekeeping BMPs
 - Compliance requirements for other environmental permit conditions associated with the project
 - Inspections and record keeping
 - Appendices including Contractor's General Provisions (CGP), record keeping forms, corrective action log, operator's certification, project drawings, and other permits



- 6.2 Submit the draft EPA NOI and attachments to S3 Design and the site owner for review and input. Make revisions based on review comments.
- 6.3 Electronically submit the final SWPPP and e-NOI to EPA.

Task 7.0 – Construction Documents – Site/Civil/Landscape

- 7.1 Advance the design development drawing set as prepared under Task 1.0 to a construction document level based on permit conditions issued by the City of Pittsfield for site plan approval. We will also develop technical specifications to support the project. This task will include the following:
 - 7.1.1 Prepare final site construction plans and details.
 - 7.1.2 Prepare technical specifications for site-related work in CSI (Construction Specifications Institute) format. We assume general conditions and bid document materials will be prepared by others.
 - 7.1.3 Provide general coordination with project team and attendance at one meeting to review the construction document drawings and technical specifications.
 - 7.1.4 Participate in one value engineering and cost assessment of the project and revise the construction documents based on comments received. This scope assumes revisions will not require wholesale redesign of the project. Any additional value engineering revisions will be negotiated as additional services.

Task 8.0 – Construction Documents – Wahconah Street Stormwater Outlet

- 8.1 Advance the design and separate the plan set and technical specifications associated with the construction of the Wahconah Street stormwater outlet understanding that this work potentially could be funded under a separate project.
 - 8.1.1 Prepare final plan and profile, and construction details for the stormwater outlet and incidental improvements.
 - 8.1.2 Prepare technical specifications in CSI format to be included with general conditions and bid documents as prepared by others.

Task 9.0 – Bid Assistance and Construction-Phase Services

- 9.1 Respond to contractors' requests for clarifications and issue addenda, if necessary, during the bidding period. For budgetary purposes, we have assumed a response to three requests for clarifications.
- 9.2 Attend a preconstruction meeting with the development team and the contractor.
- 9.3 Review submittals and shop drawings and respond to requests for information relative to site improvements.



- 9.4 Attend project meetings and conduct periodic site visits at project milestones to observe the overall progress of the work and general compliance with the plans, technical specifications, and regulatory conditions. Prepare a written progress report for each site visit. For budgetary purposes, we have assumed a total of 30 visits over an 18-month construction period.
- 9.5 Conduct a semifinal inspection of the site work and develop a punch list.
- 9.6 Prepare and submit affidavits for civil construction control and project closeout.

Contingent Services

Task 10.0 – MEPA Consultation – Preparation and Filing of ENF

MEPA consultation and preparation of an Environmental Notification Form (ENF) will be undertaken in this task. Design plans used for this filing will be the permit drawings as described herein. Our budget includes administrative tasks and direct expenses required for the actual filing, including public notification(s), production of hard copies, and required distribution. The following specific tasks will be undertaken:

- 10.1 Internal Coordination – To facilitate internal coordination regarding content and appendices, a draft table of contents and distribution list will be developed early in the performance of this task, with target dates for deliverables to meet the intended MEPA submittal date.
- 10.2 Pre-Filing Consultation – Undertake informal pre-filing consultation with key regulatory agency personnel to address topics of particular concern to the agencies in the document.
- 10.3 Draft MEPA ENF – Prepare a draft ENF under the MEPA regulations for review and comment by the Town and project partners. Address comments from the project team. Seek clarification should any comments conflict with one another, compromise overall design objectives, or the ability to meet subsequent permitting performance standards.
- 10.4 Final MEPA ENF – Prepare the final ENF for submission under MEPA. SLR will review other potential MEPA triggers associated with the project such that the ENF adequately addresses environmental concerns typically associated with the subject thresholds. Administrative and notification tasks will be undertaken as part of this task.
- 10.5 Scoping Meeting – Prepare for, assist with coordination, and attend the ENF scoping meeting in Pittsfield with MEPA staff.
- 10.6 Response to Comments – Respond to questions from the MEPA staff, regulatory agencies, and public comment as necessary to complete the MEPA review process.



Project Schedule

SLR will initiate the work described herein upon a notice-to-proceed and will work diligently and faithfully to complete the final design documents and invoicing for design services upon a mutually agreed-upon schedule. It is understood that this work may be subject to delays due to weather, stakeholder scheduling, or any other cause beyond the reasonable control of SLR. The estimated time required to complete the above-noted services is as follows:

Base Services

- Task 1.0 – Design Development & Site Plans for Land Use Applications Approximately 4 weeks
- Task 2.0 – Wahconah Street Stormwater Outlet Approximately 4 weeks
- Task 3.0 – Wetlands Permitting Dependent on Municipal Hearing Schedule
- Task 4.0 – Municipal Land Use Applications Dependent on Municipal Hearing Schedule
- Task 5.0 – Structural Design Development and Construction Documents..... Approximately 6 weeks
- Task 6.0 – Stormwater Pollution Prevention Plan..... Approximately 4 weeks
- Task 7.0 – Construction Documents – Site/Civil/Landscape Approximately 4 weeks
- Task 8.0 – Construction Documents – Wahconah Street Stormwater Outlet..... Approximately 2 weeks
- (Note that Task 7.0 and Task 8.0 can be prepared concurrently)
- Task 9.0 – Bid Assistance and Construction-Phase Services 18 months

Contingent Services

- Task 10.0 – MEPA Consultation – Preparation and Filing of ENF Dependent on MEPA Schedule



Project Fees And Expenses

The SLR project team will provide the services listed above on an hourly/budget or lump sum fee as indicated with each task below, including expenses as noted in this proposal. Hourly work will be billed per our Discounted 2024 Rate Schedule (attached), plus direct expenses. We will work faithfully and diligently to stay within the budgets provided, however the duration, amount of effort, and level of revisions required during the application review process, and construction duration, cannot be accurately predicted to provide a lump sum fee. We will provide a notice to S3 Design Inc. when we have reached 75% of the budgetary limits noted.

Base Services

Task 1.0 – Design Development & Site Plans for Land Use Applications....	(Lump Sum) \$54,000
Task 2.0 – Wahconah Street Stormwater Outlet	(Lump Sum) \$17,000
Task 3.0 – Wetlands Permitting	(Hourly/Budget) \$40,000
Task 4.0 – Municipal Land Use Applications and Approvals.....	(Hourly/Budget) \$38,000
Task 5.0 – Structural Design Development & Construction Documents.. ..	(Lump Sum) \$127,500
Task 6.0 – Stormwater Pollution Prevention Plan.....	(Lump Sum) \$6,500
Task 7.0 – Construction Documents – Site/Civil/Landscape	(Lump Sum) \$40,000
Task 8.0 – Construction Documents Wahconah Street Stormwater Outlet....	(Lump Sum) \$8,500
Task 9.0 – Bid Assistance and Construction-Phase Services.....	(Hourly/Budget) <u>\$80,000</u>
Total Base Services	\$411,500

Contingent Services

Task 10.0 – MEPA Consultation – Preparation and Filing of ENF	\$25,000
---	----------

Invoices will be submitted monthly based on work performed during the previous month.

Standard Terms and Conditions

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein by reference.

Exclusions

Please note that the following services are specifically excluded from this proposal:

1. Environmental or hazardous waste investigations, assessments, or remediation
2. Geotechnical engineering and geotechnical inspection services, borings and test pits
3. Mechanical, electrical, plumbing, and fire safety engineering
4. Archaeology
5. Irrigation design
6. Regulatory permits other than those specified in this scope
7. MEPA EIR



8. Traffic Impact Study
9. Application fees
10. Survey stakeout
11. As-Built drawings
12. Value engineering
13. Cost Estimating
14. Meetings/Conference calls other than what's included in the scope

If these, or other services that are not specifically described above are requested and authorized by the City, they can be provided on either an hourly basis or for a negotiated lump sum fee.

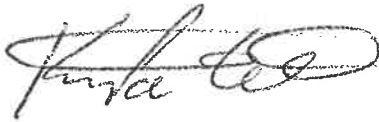
Acceptance

If the above proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your finalizing a contract and forwarding it to us for signature.

We look forward to continuing our pleasant and rewarding association with you on this project.

Regards,

SLR International Corporation



Kishor Patel, PE
Principal Structural Engineer
Structural Lead – Civil & Structural Engineering
Email: kpatel@slrconsulting.com



Thomas J. Daly, PE
US Service Line Director – Engineering & Design
Email: tdaly@slrconsulting.com

Attachments: Discounted Rate and Standard Terms and Conditions

21483.p0002.jl2624.prop.2.docx

The above proposal and attached Standard Terms and Conditions are understood and accepted:

By _____ Date _____

(Print name and title)





2024 US DISCOUNTED RATE SCHEDULE

<u>PROFESSIONAL SERVICES</u>	<u>Hourly Rate</u>
Senior Advisor	\$330
Senior Principal	\$275
Principal 2	\$255
Principal 1	\$240
Senior 2	\$225
Senior 1	\$220
Associate 2	\$195
Associate 1	\$190
Project 2	\$170
Project 1	\$165
Staff 2	\$150
Staff 1	\$140
Chief Inspector	\$195
Senior Inspector	\$170
Inspector	\$150
Senior Draftsperson/Technician	\$140
Draftsperson/Technician	\$130
Party Chief	\$140
Survey Crew Member	\$115
Administrative	\$105

Note: Time will be billed to the nearest ¼ hour

**REIMBURSABLE EXPENSES**

	<u>Rate</u>
Bond Prints	\$ 2.00 Each
Large Bond Prints	\$ 3.00 Each
Fixed Line Mylars	\$75.00 Each
Color Plots/Mylars	\$30.00 Each
Large Color Plots/Mylars	\$45.00 Each
Photocopies – 8½ x 11	\$ 0.12 Per Copy
Photocopies – 11 x 17	\$ 0.24 Per Copy
Color Copies – 8½ x 11	\$ 1.25 Per Copy
Color Copies – 11 x 17	\$ 2.25 Per Copy
Binding 0-200 pages	\$ 6.00 Per Bound Copy
201 or more pages	\$ 7.50 Per Bound Copy
Board Mounting	\$25.00 Each
Each FedEx – \$0-\$25	\$25.00 Per FedEx
FedEx – Over \$25	Cost Per FedEx
Mileage	IRS Rate Per Mile

OTHER DIRECT CHARGES

	<u>Rate</u>
Subcontractors, vendors, and other expenses	Actual cost + 15%
Administrative charge	3% of labor charges
Expert witness testimony services (court and mediation)	50% labor surcharge