

20 March 2024

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
Madison Multi-purpose Stadium – Outfield Building- 4 Level

**Amendment No. 1 for Design Development Phase, Construction Document
Phase, Bid Negotiation Phase, Construction Administration Phase and Project
Closeout Phase**

GILMC Project # 202304.01 TFH

Dear Mary Beth,

Thank you for the opportunity the City of Madison, Alabama continues to offer our firm. Per your request, we have prepared this Amendment No. 1 between Gilbert McLaughlin Casella Architects, PLC (Architect) and the City of Madison, Alabama (Client=City=Owner) to contract for professional services for the Design Development thru Project Closeout Phases for the above project.

Gilbert McLaughlin Casella Architects, PLC will provide professional design services for architectural, civil, landscape, mechanical, electrical, fire protection, audio visual, structural engineering, and food service, as outlined in the budgeting drawings and narratives provided during the schematic design phase. In addition, we will provide professional services as outlined in the scoping and/or budgeting documents for furniture selection and procurement, it, access control, security camera systems, and signage design developed during the schematic design phase.

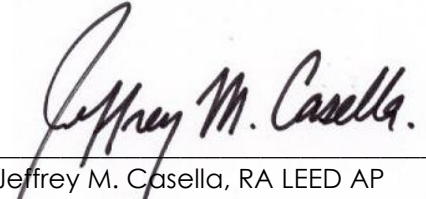
We have provided the specific description and anticipated schedule of services we propose to provide in Exhibit A-Scope of the Project, Exhibit A1-Limits of the Work, B1 and B2-Scope of Services, all made part of this amendment.

The terms of compensation and reimbursement to Gilbert McLaughlin Casella Architects, PLC for rendering these services is defined in Attachment C Compensation for Services, and made part of this amendment.

If you agree with this amendment, please sign below. The terms of the executed agreement between Gilbert McLaughlin Casella Architects, PLC, and the City of

Madison Alabama remains in place for this amendment. This amendment is valid for (45) days from the date above after which the Architect reserves the right to review and /or renegotiate the fees for the required services with the Owner. We are pleased to continue collaborating with you and the City of Madison on this exciting project. Please call me with any questions you may have.

Accepted by Architect:



Jeffrey M. Casella, RA LEED AP
Gilbert | McLaughlin | Casella architects, plc
Date: **20 March 2024**

Accepted by Owner:

Signature/Title:

Printed Name:

Date:

**Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building/ 4 Level**

General Description

The project shall be a four-story building located along the outfield line adjacent to third base foul pole and visitor's bullpen. The building will provide approximately 8,200 gross square feet(gsf) at the Field Level, Levels 3 and 4, with 9,000 gsf at Level 2(Concourse Level) for an approximate building size 33,600 gsf. The majority of Level 4 will be open air and not conditioned.

Program

Level 1 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 11- January 2024) provided to the Architect by the Team, as shown in the schematic design drawings/narratives, and as approved during a preliminary review by MLB.

Level 2 will include a large group space, Level 3 Fan Suites with balconies and Level 4 a large covered open air group space and tiered exterior seating. Support spaces including a kitchen, toilets, storage areas, catering support and mechanical spaces will be included across all levels.

Design of a parking area to support the visiting team buses within the Limits of the Work or coordination with the City of Madison and their selected developer concerning on street parallel space bus drop off and pick up will be included.

The Owner has directed the Architect that the design services for parking to support fans and staff of the new building will not be necessary.

Schedule

The Architect will develop a Schedule upon the notice to proceed. Services will begin and finish at times upon which both Parties mutually agree. Currently, we estimate the duration of the design development phase to be 95 days. The budget review process between the DD and CD phases is estimated to be 28 days with approval to move to the next phase not known as this time. The Construction Document Phase is anticipated to take 110 days.

Limits of Work

The Design Team Limits of Work is defined as shown in Exhibit A1: Limits of the work.

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 (expected to be limited - 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.

END OF EXHIBIT A

Exhibit B1– SCOPE OF WORK

Design Development phase

20 March 2024

Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758

Madison Multi-purpose Stadium – Outfield Building / 4 Level Building

DESIGN DEVELOPMENT PHASE

Design Team Deliverables/Tasks/Services

Architectural Design

- Building floor plans, reflected ceiling plans, exterior elevations, building sections, major wall sections, major interior elevations and schedules
- Interior Design including selection of finish materials and an interior design floor plan and schedules
- Graphics and wayfinding signage concept designs
- Site Planning, including grading and hardscape to the limits of the work

Structural Engineering

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

Mechanical, Electrical, Plumbing, Fire Protection

- 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
- Food Service 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/security camera and access control devices
- Dry utilities (fiber and cable tv, etc.) will be indicated to be brought to demarc 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/review with Architect
- 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.
- The Civil/Landscape package will include DD Phase level site plan layout, grading and drainage plan, phase erosion control plan, utility plan, signage plan, fire access plan, storm water profiled, hydro-CAD storm water reports, required general notes, landscape plan, photometric plan and details,
- These DD Phase documents will be utilized to allow for the Civil Engineer to engage in preliminary meetings or submittals with the needed AHJs to discuss the necessities of the project. These meetings will include, but may not be limited to, meetings with the Fire Marshal, Utility providers, and City Agencies which may have jurisdiction and requirements for the scope of work of the project. The level of the documents for this phase are not intended to be for final submittal to the City of Madison but will be at approximately a level of 50% of completion of final CD Phase documents.

Outline Project Manual / Specifications

- The Design Team will provide DD Level Project Manual to outline specifications on major systems, major systems, and procedures in book form or on the drawings as appropriate based on items being communicated. The Architect will work with the Owner to discuss and include appropriate front-end Owner provided information.

Food Service

- Design Development equipment plan showing equipment, flow of personnel and goods, equipment specifications, coordination with MPE FP Engineers

Code Review

- Architect – provide egress plans and design level code review of the new building.
- Architect – Review the design development level Life Safety plans with the city plans reviewer and fire marshal (a meeting occurred during SD to discuss Life Safety/ Fire Truck Access/hydrant locations and a preliminary letter of approval was provided by the Fire Marshal)
- Civil Engineer – Provide Fire Access plans for review with Madison Fire and Rescue

FF and E Design

- Furniture Fixtures and Equipment (FF&E) design, review and update SD Phase furniture and equipment selections/scoping documents with the City and Team
- Update initial FF & E detailed listing of furniture and equipment
- Update conceptual estimate and FF & E for budgetary purposes

Audio-Visual Designer

- Audio Visual Design- review and update SD Phase Audio Visual system and component selections/scoping documents with the City and Team
- Update initial list and components and needs for the Audio-Visual systems and equipment
- Update conceptual estimate and FF & E for the Audio-Visual systems and equipment
- Provide Design Development Level Drawings indicating locations of needed system elements and components

Scope of Work

Architect and Design Team (The Architect)

- The Architect shall prepare documents for the current phase, based on the program and scope approved by the City at the end of the previous phase, 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 Services.
- The Architect shall coordinate during the architectural design process with the Owner's, the Team's, and the Architect's consultants.
- The Architect will prepare interior finish boards with the proposed materials for review and comment. Final selections will be made during the Construction Document Phase.
- The Architect will present Graphics and Way-finding signage designs for review, comment, and coordination.
- The Architect shall prepare and submit materials, attend meetings, and make presentations required to obtain City and Team approval.
- The Architect shall review the design with the City and Team and adjust, as necessary.
- The Architect shall meet with the AHJs (authorities having jurisdiction) to discuss the design and make adjustments needed per the building code.
- The Architect shall review the design with the registered accessibility expert and make modifications as needed.
- After completion of the Design Development Phase, the Architect will submit the document set to the City, and the Team.
- If desired, the design team will participate in reviews of the documents with the City, and the Team.
- The Architect shall work with the City's Facility Manager to review the budgeting/estimate provided by consultants of the City and review 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 Owner's 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.

Meetings and Visits

The Architect shall visit the project site with their Consultant team if needed. The Architect shall attend meetings in Madison with the Team and the City as needed. We have allotted the following within our reimbursable expenses as defined by Team Member and number following:

Architect:	1 visit for informational gathering meeting 3 visits for design/presentation meetings with the Team and City
Interior Designer:	2 visits for finish presentation meetings
MPE FP Engineer:	1 visit if needed
Structural Engineer:	1 visit if needed
Food Service:	1 visit equipment presentation meeting

The Architect and his Consultants will attend Video Conferencing meetings with each other, the City and TEAM as required to produce the agreed upon Scope of Work, Deliverables, Tasks and Services.

Excluded Services

Below are items not included in Basic Design Services. Gilbert | Mclaughlin | Casella Architects, PLC will, if requested by the City provide amendment(s) to this agreement to allow the following additional services to be provided as part of our scope.

- Cost Estimating
- Coordination of permitting for the project
- Fly-throughs and Renderings
- Preparation of Marketing Materials for the use of the Owner

END OF EXHIBIT B1

Exhibit B2 – SCOPE OF WORK

Construction Document thru Project Closeout Phases

20 March 2024

Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758

Madison Multi-purpose Stadium – Outfield Building / 4 Level Building

CONSTRUCTION DOCUMENT PHASE

Design Team Deliverables/Tasks/Services

Architect and Design Team (The Architect)

- The Architect and his team members will further develop the documents based on the scope of the previous phase to reflect any comments provided by and any Value Engineering options as accepted and directed by the City to a level which will be appropriate for permitting, bidding and construction of the facility.
- The Architect will work with the Owner to provide review/comment of the City's selected Contract for Construction as it pertains to required scope of work of the project and industry standard processes for communication and project management responsibilities.
- The Architect will coordinate with consultants of the Owner and Team as necessary through-out the phase.
- The Architect will attend the necessary meetings with the Owner to present and discuss the development of the documents, discuss materials, signage design, products, FF and E items, gather information and to report on progress and schedule.
- Progress sets of the documents at approximately a level of 50% complete and 90% complete will be issued to the City and the Team to allow for review, comment, and discussion of the progress.
- The Architect and the Design Team will attend meetings to receive comments/discuss the design subsequent to the City and Team reviewing the CD Documents. Based on the extent of the changes requested, revisions will be provided to the documents to respond to the comments or to integrate information being provided.

Civil Engineer

- The Civil Engineer will provide the necessary documents to allow for bidding and construction of the project. This information will include a site plan layout, grading and drainage plans, phase erosion control plan, utility plan, signage plan, fire access plan, storm water profiled, hydro-CAD storm water reports, required general notes, landscape plan, photometric plan and details, The site plans will also be submitted to the appropriate utility providers for approval. The Civil Engineer (Mullins) will attend and support meetings for technical review, post technical review and the planning commission.

Meetings and Visits

The Architect shall visit the project site with their Consultant team if needed. The Architect shall attend meetings in Madison with the Team and the City as needed. We have allotted the following within our estimate for reimbursable expenses as defined by Team Member and number following:

Architect:	1 visit for informational gathering meeting 3 visits for design/presentation meetings with the Team and City
Interior Designer:	2 visits for finish presentation meetings
MPE FP Engineer:	1 visit if needed
Structural Engineer:	1 visit if needed
Food Service:	1 visit for equipment presentation meeting

The Architect and their Consultants will attend Video Conferencing Meetings with each other, the City and TEAM as required to produce the agreed upon Scope of Work, Deliverables, Tasks and Services.

BIDDING NEGOTIATION / PERMITTING PHASE

Design Team Deliverables/Tasks/Services

- The Architect will attend a pre-bid meeting with the GC and associated Sub-Contractors
- The Architect will coordinate with the City during the bidding process to clarify the scope of work in response to inquiries posed by the bidders.
- The Architect will coordinate with the City during the evaluation of the responses provided by the bidders to assist in determining the awarded bidder.
- The Architect will attend meetings with and or respond to questions/ comments offered by the AHJ who are reviewing the project as part of the permitting process.
- If the bids exceed the allowable budget, based on additional services being approved, 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, the Architect shall incorporate the accepted Value Engineering Opportunities into the documents in preparation for the construction phase of the project.

Meetings

The Architect and Design Team will attend Video Conference Meetings as needed during this period.

CONSTRUCTION ADMINISTRATION PHASE

Design Team Deliverables/Tasks/Services

- The Architect shall, along with participation from the City, review, comment and approve payment applications, shop drawings and submittals.
- The Architect will create and provide site reports during visits to the site for distribution to the City, the Team, the Design Team, and the General Contractor.
- The Architect will provide an agenda and meeting minutes for the Owner Architect General Contractor meetings held during the Construction Administration Phase of the project.
- The Architect will create and issue supplemental information as needed to respond to Requests for Information issued by the City or the General Contractor.
- The Architect and his appropriate Team Members will participate in offering an opinion concerning the recommendations of the Owner's Geotechnical Engineer as it pertains to dewatering plans which may be needed based on the weather conditions which may be present during the commencement of the project.

Meetings and Visits

The Architect will visit the site to view the progress and meet with the City, the Team and the General Contractor every 2 weeks during the construction period, as needed. The Architect will attend Video Conference Meetings at a minimum of every 2 weeks with more provided as needed to keep the project moving forward. The Design Team will attend Video Meetings as needed. We have allotted the following within our estimate for reimbursable expenses as defined by Team Member and number following:

Site visits by the architect will be limited to 30 visits during the construction period and 4 during the punch period.

Site visits by Interior Designer, MPE FE Engineers, Civil Engineer, Food Service Consultant, Structural Engineer will be limited to 2 visits during the construction period and 2 during the punch period.

PROJECT CLOSEOUT PHASE

Design Team Deliverables/Tasks

The Architect and his team will modify and compile revisions to the drawings based on field sketches provided by the General Contractor which reflect work as implemented in the field if different than the Construction Documents. This information will be provided to the City, and the Team for their records and to assist in their continued maintenance of the facility.

EXCLUDED SERVICES

Below are items not included in Basic Design Services, 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 provided as part of our scope.

- Commissioning Services
- Cost Estimating
- Coordination of permitting for the project
- Fly-throughs and Renderings
- Preparation of Marketing Materials for the use of the Owner

END OF EXHIBIT B2

Exhibit C – COMPENSATION FOR SERVICES / 4 Level Building 20 March 2024

**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 the Project and Scope of Services described in Attachments A, **A1, B1 and B2** as follows:

FEES – BASE SCOPE OF SERVICES

Services will be compensated with lump sum limits per phase as follows:

Design Development Phase	\$390,000.00
Construction Document Phase	\$615,000.00
Bid negotiation Phase	\$65,000.00
Construction Administration Phase	\$330,000.00
<u>Project Closeout Phase</u>	<u>\$12,000.00</u>
Total Fee	\$1,412,000.00

(one million, four hundred and twelve thousand and zero hundred dollars and zero cents)

REIMBURSIBLE EXPENSES

These expenses are in addition to the Fees for the Base Scope of Services and estimated to be as outlined below:

Design Development Phase:

Estimated Travel Expenses:	\$18,000.00
Survey Allowance (Non-ALTA)	\$1,500.00
<u>Printing:</u>	<u>\$3,000.00</u>
Total Estimated Reimbursable Expenses	\$22,500.00

(twenty two thousand and five hundred dollars and zero cents)

Construction Documents through Project Closeout Phases:

Estimated Travel Expenses:	\$98,000.00
<u>Printing:</u>	<u>\$15,000.00</u>
Total Estimated Reimbursable Expenses	\$113,000.00

(one hundred thousand and thirteen hundred dollars and zero cents)

ADDITIONAL SERVICES

We will negotiate Additional Services requested by the Client, per occurrence based on the time and hourly rate.

$$\text{Time Spent(hours) x Hourly Rate(\$/Hour) = Additional Cost}$$

END OF EXHIBIT C