

4 September 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
Madison Multi-purpose Stadium – Outfield Building**

**Amendment No. 2 : Construction Document through Project Closeout Phases for the
Early Release Package(ERP) | Demolition and Excavation**

GilMC Project # 202304.03 TFS

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. 2 between Gilbert | McLaughlin | Casella Architects, PLC (Architect) and the City of Madison, Alabama (Client=City=Owner) to contract for professional services needed to provide an Early Release Package to support partial site demolition, excavation of the building footprint and necessary rerouting of utilities which fall within the building footprint excavation limits for the above project.

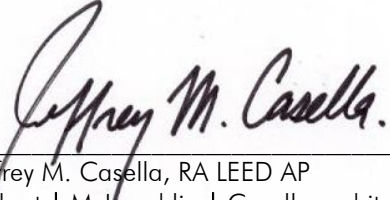
Gilbert McLaughlin Casella Architects, PLC will provide professional design services for architectural, civil, electrical, and structural engineering, as outlined in the Design Development budgeting drawings and narratives provided during the Design Development Phase for items which fall within the footprint of the building to support the Early Release Demolition and Excavation Package.

We have provided the specific description and anticipated schedule of services we propose to provide in Exhibit A-Scope of the Project, Exhibit A-Limits of the Work, and Exhibit B-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 Exhibit 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 remain 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 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: **4 September 2024**

Accepted by Owner:

Signature/Title:

Printed Name:

Date:

EXHIBIT A – SCOPE OF THE PROJECT (ERP CD thru PC) _____ 4 September 2024

Construction Document through Project Closeout Phases for the
Early Release Package(ERP) | Demolition and Excavation
Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
Madison Multi-purpose Stadium – Outfield Building

General Description

The project shall be to provide an early release package to support the future construction of an outfield building. The future building will be located along the outfield line adjacent to the third base foul pole and visitor’s bullpen. The building will have a footprint of approximately 8,200 gross square feet.

Schedule

Assuming approval to proceed is provided on September 9, 2024, the Architect will begin work on September 23, 2024, and target a December 6, 2024, issue date for the Construction Document Phase of this project.

Limits of Work

The Design Team Limits of Work is the partial site demolition for items falling within the proposed buildings footprint, excavation of the building footprint to 12” above the field level finished floor and rerouting of the electrical lines and irrigation lines running through or near the footprint.

THE DESIGN TEAM will not provide design services to support the Construction Document through Project Closeout Phase for the building intended to be constructed in the excavated area as part of the scope of this Amendment.

END OF EXHIBIT A

Construction Document through Project Closeout Phases for the
Early Release Package(ERP) | Demolition and Excavation
Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758
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CONSTRUCTION DOCUMENT PHASE
Design Team Deliverables/Tasks/Services

Architect and Design Team (The Architect)

- The Architect will collaborate with the Owner to provide review/comment on 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 throughout the phase.
- The Architect will attend the necessary meetings with the Owner to present and discuss the development of the documents, discuss scope, gather information, to report on progress and schedule.
- The Architect will provide a Cover and Index Sheet, an Electrical Site Plan, and a Project Manual to allow for bidding and construction of the project.
- Progress sets of the documents at a level of 85% completion 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 after the City and Team review the ERP 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, rough grading and drainage plans, phase erosion control plan, utility plan, required general notes, and details, The Civil Engineer (Mullins) will attend and support meetings for technical review, post technical review and the with the planning commission if meetings are required to support the ERP.

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 within our estimated reimbursable expenses visits as defined by Team Member and number as follows:

Architect:	2 visits if needed
Civil Engineer:	3 visits if needed.
MPE FP Engineer:	1 visit if needed.
Structural Engineer:	1 visit if needed.

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 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 and comments offered by the AHJ who are reviewing the project as part of the permitting process.

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 within our estimated reimbursable expenses visits as defined by Team Member and number as follows:

Architect:	4
Civil Engineer:	6
Electrical Engineer:	1
Structural Engineer:	1 visit if needed.

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 Sub-Contractors 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.

- Construction Document Phase thru Project Closeout Phase for the Building
- Commissioning Services
- Cost Estimating
- Coordination of permitting for the project

END OF EXHIBIT B

EXHIBIT C – COMPENSATION FOR SERVICES

4 September 2024

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

FEES – BASE SCOPE OF SERVICES (ERP)

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

Construction Document Phase	\$12,700.00
Bidding Negotiation Phase	\$1,500.00
Construction Administration Phase	\$3,500.00
Project Closeout Phase (no services required)	ZERO
Total Fee	\$17,700.00

(Seventeen Thousand Dollars, Seven Hundred and Zero cents)

REIMBURSIBLE EXPENSES (ERP)

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

Construction Document Phase:	
Estimated Travel Expenses:	\$4,000.00
Printing:	\$1,500.00
Total Estimated Reimbursable Expenses	\$5,500.00

(Five Thousand, Five Hundred Dollars and Zero cents)

Bidding through Project Closeout Phases:	
Estimated Travel Expenses:	\$6,000.00
Printing:	\$1,500.00
Total Estimated Reimbursable Expenses	\$7,500.00

(Seven Thousand, Five Hundred Dollars and Zero cents)

ADDITIONAL SERVICES

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

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

END OF EXHIBIT C