

26 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**  
**Letter of Agreement between Owner and Architect**  
**Madison Multi-purpose Stadium –Visitor Locker Room**

**Amendment No. 3 for 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. 3 between Gilbert McLaughlin Casella Architects, PLC (Architect) and the City of Madison, Alabama (Client=City=Owner) to contract for professional services for the Construction Document 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 project manual provided during the design development 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.

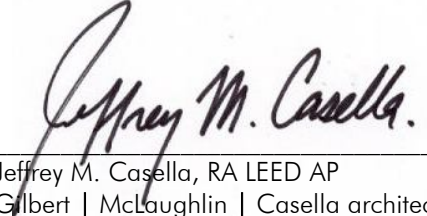
We have provided the specific description and anticipated schedule of services we propose to provide in Exhibit A-Limits of the Work, Exhibit A2-Scope of the Project, and B2-Scope of Services, all made part of this amendment.

The terms of compensation and reimbursement to Gilbert McLaughlin Casella Architects, PLC for rendering these services is defined in Exhibit C2 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:



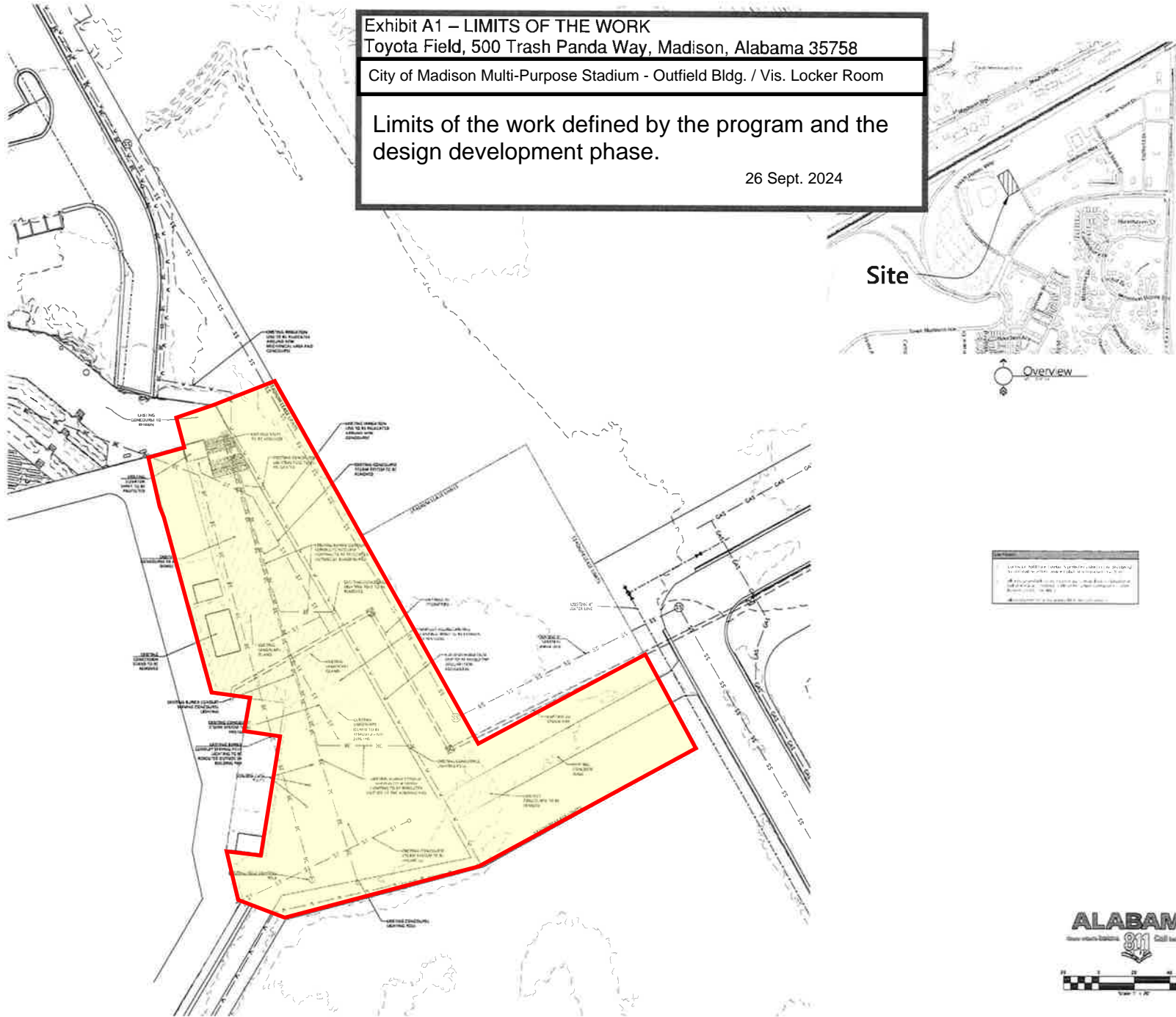
Jeffrey M. Casella, RA LEED AP  
Gilbert | McLaughlin | Casella architects, plc  
Date: 26 September 2024

Accepted by Owner:

\_\_\_\_\_  
Signature/Title:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Date:



**Exhibit A1 – LIMITS OF THE WORK**  
**Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758**  
 City of Madison Multi-Purpose Stadium - Outfield Bldg. / Vis. Locker Room  
 Limits of the work defined by the program and the design development phase.  
 26 Sept. 2024

Site

Overview

**NOTES**

- 1. LIMITS OF THE WORK ARE SHOWN IN YELLOW AND RED LINES. ALL WORK SHALL BE PERFORMED WITHIN THESE LIMITS.
- 2. EXISTING CONCRETE TO REMAIN IS SHOWN WITH DASHED LINES.
- 3. DIMENSIONS ARE GIVEN IN FEET AND INCHES.
- 4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF MADISON SPECIFICATIONS.
- 5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE ALABAMA ENGINEERING BOARD REGULATIONS.

**ALABAMA**  
 811 Call before you dig.  
 CIVIL SITE PLAN  
 EXISTING CONDITIONS  
 C2.0

CITY OF MADISON, AL | MULTI-PURPOSE STADIUM – OUTFIELD BUILDING – PARTS A&B  
 2215 S. HIGHWAY 202, MADISON, AL 35705  
**GILBERT | McLAUGHLIN | CASSELLA**

**MULLINS, LLC**  
 CIVIL ENGINEERING AND SURVEYING  
 1000 W. UNIVERSITY BLVD., SUITE 200  
 MADISON, AL 35704  
 (205) 833-1111

ISSUED: 01.18.2024  
 PROJECT #: 202304\_TFS

Madison Multi-purpose Stadium – Visitor Locker Room  
Toyota Field, 500 Trash Panda Way, Madison, Alabama 35758

### General Description

The project shall be a one-story building at field level located along the outfield line adjacent to the third base foul pole and visitor's bullpen which will utilize approximately 920 gross square feet(gsf) of existing space and provide 7,050 gsf of new space to accommodate spaces to support the Visiting Team Locker Room and stadium support needs. The current concourse level will extend over the program elements to create concourse area aligned with the current 3<sup>rd</sup> base line concourse level. We will design the structure of this project to allow for the future construction of additional levels as described in Multipurpose Outfield Building of the design development documents dated 8.2.24.

### Program

The program will include spaces typically expected to support the needs of a visitor's locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 12- August 2024) provided to the Architect by the Team, as shown in the design development documents, and as noted to be revised during a design development phase review by MLB.

### 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. The Construction Document Phase is anticipated to take 120 days.

### Limits of Work

The Design Team Limits of Work is defined as shown in Exhibit A: 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 A2

**Construction Document thru Project Closeout Phases**

**Madison Multi-purpose Stadium – Visitor Locker Room**

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

Gilbert McLaughlin Casella Architects, PLC will for the construction document phase thru the project closeout phase provide professional services for architectural, civil, landscape, mechanical, electrical, fire protection, audio visual, structural engineering, and food service, as outlined in the budgeting drawings and project manual created during the design development 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 design development phase for the construction document phase thru the project closeout phase.

**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 though-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 20 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.

- 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 excluded.
- 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 C2 – COMPENSATION FOR SERVICES**

**26 September 2024**

**Madison Multi-purpose Stadium – Visitor Locker Room  
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, A2, B2 and C2 as follows:

**FEES – BASE SCOPE OF SERVICES**

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

Construction Document Phase	\$215,000.00
Bid negotiation Phase	\$25,000.00
Construction Administration Phase	\$121,000.00
Project Closeout Phase	\$9,500.00
<b>Total Fee</b>	<b>\$370,500.00</b>

(three hundred and seventy thousand, five 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:

<b>Construction Documents through Project Closeout Phases:</b>	
Estimated Travel Expenses:	\$78,000.00
Printing:	\$15,000.00
<b>Total Estimated Reimbursable Expenses</b>	<b>\$93,000.00</b>

(ninety-three thousand and zero 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.

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

**END OF EXHIBIT C2**