



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/12/2026

File ID: TMP-6514

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 1 to the contract, awarded pursuant to Resolution No. 24-667, between the City of Huntsville and Stewart Electric Company, Inc for the Von Braun Center Lighting & Sprinkler Improvements project.

Resolution No.

Finance Information:

Account Number: 4020-00-00000-523049-00000000-

City Cost Amount: \$ 119,942.15

Total Cost: \$ 119,942.15

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 700 Monroe Street SW, Huntsville, Alabama 35801

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

Change Order No. 1 increases the contract price from \$3,450,000.00 to \$3,569,942.15

RESOLUTION NO. 26-_____

WHEREAS, the City Council of the City of Huntsville entered into a Fixed Price Agreement with Stewart Electric Company, Inc. for Construction Services for the Von Braun Center Lighting and Sprinkler Improvement project located at 700 Monroe Street SW, Huntsville, Alabama, adopted and approved pursuant to Resolution No. 24-667 by the City on September 12, 2024; and

WHEREAS, the City and Contractor have subsequently determined that a change order is needed to increase the contract price for additional services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Huntsville, Alabama and the Mayor that the contract with Stewart Electric Company, Inc. for Construction Services for the Von Braun Center Lighting and Sprinkler Improvement project located at 700 Monroe Street SW, Huntsville, Alabama adopted and approved pursuant to Resolution No. 24-667 by the City on September 12, 2024, be and the same is hereby amended as is reflected on Change Order No. 1 attached hereto.

BE IF FURTHER RESOLVED that the total contract amount be hereby amended from Three Million Four Hundred Fifty Thousand and No/100s (\$3,450,000.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to Three Million Five Hundred Sixty-Nine Thousand, Nine Hundred Forty-Two Dollars and 15/100 (\$3,569,942.15), including this Change Order No. 1 in the amount of One Hundred Nineteen Thousand, Nine Hundred Forty-Two Dollars and 15/100 (\$119,942.15), said Change Order is substantially in words and figures as attached hereto and identified as "Change Order Number 1 to the Contract between the City of Huntsville and Stewart Electric Company, Inc. for the Von Braun Center Lighting and Sprinkler Improvement project" located at 700 Monroe Street SW, Huntsville, Alabama, consisting of twenty-five (25) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the City Clerk Office of the City of Huntsville, Alabama.

ADOPTED this the 12th day of February, 2026.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 12th day of February, 2026.

Mayor of the City of Huntsville, Alabama



MATHENY
GOLDMON



Contract Modification Request (CMR) | Change Order (CO) Cost Accountability Log

Lighting & Sprinkler Improvements for the Von Braun Center

CHANGE ORDER PACKAGE	APPROVED CMR NUMBER	DESCRIPTION	COST DIVISION BY PARTY				CMR TOTAL
			UNFORSEEN CONDITIONS	VBC	MATHENY GOLDMON	SSOE GROUP	
PENDING	1	Adding future conduits across the paving at Concert Hall Back-of-House		\$ 31,220.00			\$ 31,220.00
PENDING	2	Temporary kitchen power		\$ 100,500.00			\$ 100,500.00
PENDING	3	Time extension for pre-function area lights. 52 days.					\$ -
PENDING	4	CREDIT . Refurbishment of four (4) South Hall elevators.	\$ (16,175.00)				\$ (16,175.00)
PENDING	5	Furnish and install equipment to upgrade existing 4100U panel to an ES panel.	\$ 4,920.15				\$ 4,920.15
PENDING	6	CREDIT . Liquidated damages. \$1,000.00 per day x 12 days = \$12,000.00. (12 working days during the period from Aug 4, 2025 - Aug 29, 2025)	\$ (12,000.00)				\$ (12,000.00)
PENDING	7	CREDIT . VBC provided fire watch in garage. 1186 hours @ \$25 per hour = \$29,650	\$ (29,650.00)				\$ (29,650.00)
PENDING	8	South Hall drawing revisions for control cabling.	\$ 29,315.00				\$ 29,315.00
PENDING	9	Laundry transformner installation.		\$ 11,812.00			\$ 11,812.00
TENATIVE TOTALS:			\$ (11,254.85)	\$ 131,720.00	\$ -	\$ -	\$ 119,942.15
ORIGINAL CONTRACT AMOUNT:						\$	3,450,000.00
TENATIVE NEW CONTRACT AMOUNT WITH APPROVED CHANGE ORDER PACKAGE #1:						\$	3,569,942.15
% OF CHANGE ORDER TOTAL:							3.48%

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO.

DATE: January 13, 2026
TO: Stewart Electric Company, Inc.

PROJECT: VBC Lighting & Sprinkler Improvements

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment to _____
(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change \$ <u>\$119,942.15</u>	\$
ORIGINAL CONTRACT PRICE	\$ 3,450,000.00
Net total previous Change Orders	\$
Previous revised Contract Price	\$ 119,942.15
This Change Order No. <u>1-9</u> ADD (DEDUCT)	\$ _____
Revised Contract Price this date	\$ 3,569,942.15

Extension of time resulting from this Change Order Ø52 (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of CITY OF HUNTSVILLE.

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

Fidelity and Deposit of Maryland
(Company)

By [Signature] Attorney-in-Fact
(Authorized Representative)

CONTRACTING PARTIES

Stewart Electric Company, Inc.
(Contractor)

By [Signature]
(Authorized Representative) Will Mitchell, President

RECOMMENDED

By [Signature]
(Design Engineer or Architect)

By [Signature]
(VBC Director of Operations)

By [Signature]
(VBC Executive Director)

CITY OF HUNTSVILLE, ALABAMA

By _____
(Its Mayor)

By _____
(President of City Council)

Date _____

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: April 29, 2025 CMR NUMBER: 1
PROJECT: Von Braun Center Lighting & Sprinkler Improvements
OWNER: City of Huntsville
ARCHITECT: Matheny Goldman
CONTRACTOR: Stewart Electric Company, Inc.
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR): All future conduits across drive at Concert Hall BOH

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$31,220.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0
THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED BY:
A. CONTRACTOR Stewart Electric Company, Inc.
B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

4. INITIATED BY: OWNER

5. OWNER'S CLASSIFICATION:
CONTRACT MODIFICATION DUE TO:
VALUE ENGINEERING OR COST REDUCTION
X CHANGES IN PROJECT SCOPE OF WORK
OWNER REQUESTED UPGRADE
UNFORESEEN CONDITIONS
TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
X CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
A. ARCHITECT
B. PROJECT MANAGER
C. EXECUTIVE DIRECTOR (VBC)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.



STEWART ELECTRIC COMPANY, INC.

Commercial • Industrial • Design • Engineering

StewartElectricInc.com

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713

P.O. Box 14485, Huntsville, AL 35815-0485

Telephone: (256) 536-4375

Fax: (256) 536-6724

April 29, 2025

To: Corey Stricklen

From: Will Mitchell

Subject: VBC Primary Conduits QUOTE R1

Lump Sum Price Includes:

- Furnish & Install (2) 5" Sch. 40 conduits with long radius elbows
- Furnish & Install (1) 2" Sch. 40 conduit with standard elbow
- Furnish & Install gravel backfill
- Cut & Patch interior concrete floor slab
- Excavate & Backfill interior floor slab sub-grade with gravel
- Spoils removal
- Clean-up
- Equipment rental

EXCLUDES:

- Permit
- Taxes
- Patch of asphalt

Clarifications:

- None

Lump Sum Price

\$31,220.00

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: April 29, 2025 CMR NUMBER: 2
PROJECT: Von Braun Center Lighting & Sprinkler Improvements
OWNER: City of Huntsville
ARCHITECT: Matheny Goldman
CONTRACTOR: Stewart Electric Company, Inc.
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
Temporary kitchen power

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$100,500.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:
A. CONTRACTOR Stewart Electric Company, Inc.
B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT*****

4. INITIATED BY: OWNER

5. OWNER'S CLASSIFICATION:
CONTRACT MODIFICATION DUE TO:
 VALUE ENGINEERING OR COST REDUCTION
 CHANGES IN PROJECT SCOPE OF WORK
 OWNER REQUESTED UPGRADE
 UNFORESEEN CONDITIONS
 TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
 MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
 CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
 EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
 CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
 CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
 CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
A. ARCHITECT _____
B. PROJECT MANAGER _____
C. EXECUTIVE DIRECTOR (VBC) _____

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.



STEWART ELECTRIC COMPANY, INC.

Commercial • Industrial • Design • Engineering

StewartElectricInc.com

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713

P.O. Box 14485, Huntsville, AL 35815-0485

Telephone: (256) 536-4375

Fax: (256) 536-6724

April 29, 2025

To: Thomas McDermott

From: Will Mitchell

Subject: VBC Temporary Kitchen Electrical QUOTE R1

Lump Sum Price Includes:

- Aux Kitchen Hood
 - Furnish & Install (4) double oven feeds at 208V 3Φ 40A
 - Furnish & Install (1) grill at 208V 3Φ 100A direct wired via disconnect
- Aux Kitchen Room
 - Furnish & Install (5) steam well feeds at 120V 1Φ 20A GFCI with receptacles
 - Furnish & Install (5) hot box feeds at 120V 1Φ 20A GFCI with receptacles
- Concession Kitchen Hood 1
 - Furnish & Install (3) fryer feeds at 208V 3Φ 70A direct wired via disconnects
 - Furnish & Install (2) grills at 208V 3Φ 100A direct wired via disconnects
- Concession Kitchen Hood 2
 - Furnish & Install (1) double oven feed at 208V 3Φ 40A
 - Furnish & Install (1) skillet feed at 208V 3Φ 70A direct wired via disconnect
- Concession Kitchen Room
 - Furnish & Install (1) kettle feed at 208V 3Φ 70A direct wired via disconnect
 - Install (2) owner furnished transformer and panel combos
 - Furnish & Install (2) 100A aluminum MC feeders from swbd on 2nd floor
 - Furnish & Install (2) 100A breakers
 - Floor coring and fire seal
- Contactors on circuits under the hood that need to shut down upon an alarm
- Interlock between the hood controller and contactors
- Permit

EXCLUDES:

- Any work on the hoods and fans
- Any fire alarm

Clarifications:

- We have GFCI on all receptacles under the hood. For the 70A and 100A we have a disconnect and direct connection which does not require GFCI.
- Three-week lead time to get all components

Lump Sum Price

\$100,500.00

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: April 29, 2025 CMR NUMBER: 3
PROJECT: Von Braun Center Lighting & Sprinkler Improvements
OWNER: City of Huntsville
ARCHITECT: Matheny Goldman
CONTRACTOR: Stewart Electric Company, Inc.
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR): Time extension for pre-function area lights

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$0.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 52

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:
A. CONTRACTOR Stewart Electric Company, Inc.
B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

4. INITIATED BY: CONTRACTOR

5. OWNER'S CLASSIFICATION:
CONTRACT MODIFICATION DUE TO:
VALUE ENGINEERING OR COST REDUCTION
CHANGES IN PROJECT SCOPE OF WORK
OWNER REQUESTED UPGRADE
X UNFORESEEN CONDITIONS
TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
X MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
A. ARCHITECT
B. PROJECT MANAGER
C. EXECUTIVE DIRECTOR (VBC)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

LIGHTING



ELECTRICAL

HUNTSVILLE

P.O. Box 7267
Huntsville, AL 35807
Main Phone (256)533-2851
Fax (256)533-6316

ALABAMA LOCATIONS

ALBERTVILLE	DECATUR	MONTGOMERY
ATHENS	DOTHAN	MUSCLE SHOALS
AUBURN	GADSDEN	TROY
BIRMINGHAM	HUNTSVILLE	TRUSSVILLE
CULLMAN	JASPER	TUSCALOOSA
	PELHAM	

TN, GA, & FL LOCATIONS

CHATTANOOGA, TN	NASHVILLE, TN
CLARKSVILLE, TN	SPRING HILL, TN
CLEVELAND, TN	RINGGOLD, GA
COLUMBIA, TN	PANAMA CITY, FL
MURFREESBORO, TN	PENSACOLA, FL

May 1st 2025

Will Mitchell
Stewart Electric
1009 A Cleaner Way
Huntsville, AL 35805

Attn: Von Braun Civic Center Lighting Improvements Project

Mr. Mitchell,

The manufacturer, Luminis, has confirmed they will ship the type P1, P1D, P1DE, and P1E fixtures no later than May 23rd 2025. This date is almost 7 weeks later than we were originally told these would be shipped.

Thank you

Chris Belew
Account Manager
Inline Electric
Huntsville, AL

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: June 24, 2025 **CMR NUMBER:** 4
PROJECT: Von Braun Center Lighting & Sprinkler Improvements
OWNER: City of Huntsville
ARCHITECT: Matheny Goldman
CONTRACTOR: Stewart Electric Company, Inc.
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
Refurbishment of four South Hall elevators

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): (\$16,175.00)
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0
THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED BY:
A. CONTRACTOR Stewart Electric Company, Inc.
B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT*****

4. INITIATED BY: CONTRACTOR

5. OWNER'S CLASSIFICATION:
CONTRACT MODIFICATION DUE TO:
 VALUE ENGINEERING OR COST REDUCTION
____ CHANGES IN PROJECT SCOPE OF WORK
____ OWNER REQUESTED UPGRADE
____ UNFORESEEN CONDITIONS
____ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
 CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
A. ARCHITECT _____
B. PROJECT MANAGER _____
C. EXECUTIVE DIRECTOR (VBC) Stewart Maple

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.



STEWART ELECTRIC COMPANY, INC.

Commercial • Industrial • Design • Engineering

StewartElectricInc.com

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713

P.O. Box 14485, Huntsville, AL 35815-0485

Telephone: (256) 536-4375

Fax: (256) 536-6724

June 24, 2025

To: Byron Clanton

From: Will Mitchell

Subject: VBC Lighting & Sprinkler Elevator Allowance

Lump Sum Price Includes:

- Refurbishment of four South Hall elevators
- Clean-up

EXCLUDES:

- None

Clarifications:

- None

Bid Allowance	\$65,000.00
Quote from Otis	\$46,500.00
5% Fee	\$2,325.00
Difference	(\$16,175.00)

Otis Service and Repair Order

6/19/2025

CUSTOMER NAME

VON BRAUN CIVIC CENTER
700 MONROE STREET
HUNTSVILLE, AL 35801

OTIS ELEVATOR COMPANY

200 W SIDE SQ SUITE 975
HUNTSVILLE, AL 35801

OTIS CONTACT

Jennifer Hasenei
Phone: (205) 458-6898
Email: Jennifer.Hasenei@otis.com

PROJECT LOCATION

VON BRAUN CIVIC CENTER
700 MONROE ST SW
HUNTSVILLE, AL 35801-5579

PROPOSAL NUMBER

QTE-002199962

We propose to furnish the necessary material and labor on the following units:

Unit
4 units

SCOPE OF WORK

Refurbishment of 4 South Hall Elevator Cabs
New Island Ceiling with stainless steel, satin panels & silver satin frames
New Round LED light fixtures
New Stainless Steel Cab Entry Thresholds

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

OTIS SERVICE AND REPAIR ORDER

PRICE

\$46,500.00

Forty-six thousand five hundred dollars

This price is based on a **one hundred** percent (**100%**) **downpayment** in the amount of \$46,500.00.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

VON BRAUN CIVIC CENTER

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Austin Hudgins

Title: _____

Title: GM

Email: _____

Email: _____

Company Name: VON BRAUN CIVIC CENTER

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

OTIS SERVICE AND REPAIR ORDER

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND

THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: June 24, 2025 **CMR NUMBER:** 5
PROJECT: Von Braun Center Lighting & Sprinkler Improvements
OWNER: City of Huntsville
ARCHITECT: Matheny Goldman
CONTRACTOR: Stewart Electric Company, Inc.
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
Furnish and install equipment to upgrade existing 4100U panel to an ES panel

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** \$4,920.15
2. **TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION):** 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. **SUBMITTED BY:**
A. **CONTRACTOR** Stewart Electric Company, Inc.
B. **ARCHITECT** _____

*****BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT*****

4. **INITIATED BY:** CONTRACTOR

5. **OWNER'S CLASSIFICATION:**
CONTRACT MODIFICATION DUE TO:
 VALUE ENGINEERING OR COST REDUCTION
 CHANGES IN PROJECT SCOPE OF WORK
 OWNER REQUESTED UPGRADE
 UNFORESEEN CONDITIONS
 TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
 MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
 CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
 EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
 CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
 CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
 CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
A. **ARCHITECT** 
B. **PROJECT MANAGER** 
C. **EXECUTIVE DIRECTOR (VBC)** 

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****



STEWART ELECTRIC COMPANY, INC.

Commercial • Industrial • Design • Engineering

StewartElectricInc.com

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713

P.O. Box 14485, Huntsville, AL 35815-0485

Telephone: (256) 536-4375

Fax: (256) 536-6724

June 24, 2025

To: Byron Clanton

From: Will Mitchell

Subject: VBC Fire Alarm Panel Upgrade QUOTE

Lump Sum Price Includes:

- Furnish & Install equipment to upgrade existing 4100U panel to and ES panel
- Clean-up

EXCLUDES:

- None

Clarifications:

- None

Quote from JCI

\$4,920.15

5% Fee

\$246.01

Lump Sum Price

\$5,166.16

CHANGE PROPOSAL



Johnson Controls Fire Protection
 4770 Grantswood Road
 Birmingham, AL 35210
 (205) 948-3200

JCI Project Number	650656422		
PROJECT NAME	VBCC Light and Sprinkler		
LOCATION OF WORK	700 Monroe Street, Huntsville, AL 35801		
CONTRACT NO.	CPQ-656442	CHANGE PROPOSAL NO.	FA-CO-01
REQUESTING PARTY	Chad Howard	DATE OF REQUEST	6/19/25
PROJECT MANAGER	Chad Howard	CONTRACTOR	Stewart Electric
OWNER	VBCC	ENGINEER	

CHANGE PROPOSAL OVERVIEW

DESCRIPTION OF CHANGES NEEDED/REQUESTED	Upgrade the 4100U to an ES panel.
REASON FOR CHANGE	4100U panel does not figure with new equipment.
SUPPORT & JUSTIFICATION DOCUMENTS	See Attachment A
SPECIFICATIONS	

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES	
ORIGINAL PRICE	\$16,392.36	ORIGINAL TIME IN DAYS	0
NET CHANGES OF PREVIOUS CHANGE ORDERS	\$0.00	NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	0
NET INCREASE / DECREASE	\$4,920.15	NET INCREASE / DECREASE IN DAYS	2
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$21,312.51	TOTAL CONTRACT TIME WITH APPROVED CHANGES	2

RECOMMENDED BY:		ACCEPTED BY:	
DATE:		DATE:	
REVIEWED BY:		APPROVED BY:	
DATE		DATE	

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form. The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved. Price does not include sales tax. Quote is good for 30 days. Equipment price is valid for 60 days upon acceptance. Quote is for listed material and labor listed in quote only. Price is good for work during normal business hours only (8am-5pm).

PROJECT NAME	VBCC Light and Sprinkler		
LOCATION OF WORK	700 Monroe Street, Huntsville, AL 35801		
CONTRACT NO.	CPQ-656442	CHANGE PROPOSAL NO.	FA-CO-01
		DESCRIPTION	SELL
GENERAL CONDITIONS			\$304.18
MATERIAL (INCLUDES SUNDRY)			\$1,850.67
LABOR			\$2,765.29
DESIGN			\$0.00
SUBCONTRACTING			\$0.00
EQUIPMENT/RENTALS			\$0.00
FINANCIAL- SPECIAL CONDITIONS			\$0.00
		TOTAL	\$4,920.15
CONTRACTOR SIGNATURE		PROJECT MANAGER SIGNATURE	
DATE		DATE	

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: January 12, 2026 CMR NUMBER: 6
 PROJECT: Von Braun Center Lighting & Sprinkler Improvements
 OWNER: City of Huntsville
 ARCHITECT: Matheny Goldman
 CONTRACTOR: Stewart Electric Company, Inc.
 DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
CREDIT. Liquidated damages. \$1,000.00 per day x 12 days = \$12,000.00 (12 working days during the period from Aug 4, 2025 - Aug 29, 2025

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$(12,000.00)
 2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): _____
THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
 3. SUBMITTED BY:
 A. CONTRACTOR _____
 B. ARCHITECT _____

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

4. INITIATED BY: OWNER

5. OWNER'S CLASSIFICATION:
 CONTRACT MODIFICATION DUE TO:
 VALUE ENGINEERING OR COST REDUCTION
 CHANGES IN PROJECT SCOPE OF WORK
 OWNER REQUESTED UPGRADE
 UNFORESEEN CONDITIONS
 TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
 MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
 CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
 EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
 CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
 CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
 CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
 A. ARCHITECT _____
 B. PROJECT MANAGER _____
 C. EXECUTIVE DIRECTOR (VBC) _____

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: January 12, 2026 CMR NUMBER: 7
PROJECT: Von Braun Center Lighting & Sprinkler Improvements
OWNER: City of Huntsville
ARCHITECT: Matheny Goldman
CONTRACTOR: Stewart Electric Company, Inc.
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
CREDIT. VBC provided fire watch in garage. 1,186 hours @ \$25 per hour = \$29,650.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$(29,650.00)
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): _____
THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED BY:
A. CONTRACTOR _____
B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT*****

4. INITIATED BY: OWNER

5. OWNER'S CLASSIFICATION:
CONTRACT MODIFICATION DUE TO:
 VALUE ENGINEERING OR COST REDUCTION
 CHANGES IN PROJECT SCOPE OF WORK
 OWNER REQUESTED UPGRADE
 UNFORESEEN CONDITIONS
 TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
 MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
 CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
 EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
 CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
 CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
 CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
A. ARCHITECT _____
B. PROJECT MANAGER _____
C. EXECUTIVE DIRECTOR (VBC) _____

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: January 12, 2026 **CMR NUMBER:** 8

PROJECT: Von Braun Center Lighting & Sprinkler Improvements

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman

CONTRACTOR: Stewart Electric Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
VBC South Hall Lighting & Sprinkler Drawing Revision

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** \$29,315.00
2. **TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION):** _____
 THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
- A. CONTRACTOR _____
- B. ARCHITECT _____

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

4. **INITIATED BY:** CONTRACTOR

5. **OWNER'S CLASSIFICATION:**
 CONTRACT MODIFICATION DUE TO:
- ____ VALUE ENGINEERING OR COST REDUCTION
- CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
- ____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
- A. ARCHITECT _____
- B. PROJECT MANAGER _____
- C. EXECUTIVE DIRECTOR (VBC) _____

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

STEWART ELECTRIC COMPANY, INC.

Commercial • Industrial • Design • Engineering



StewartElectricInc.com

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713

P.O. Box 14485, Huntsville, AL 35815-0485

Telephone: (256) 536-4375

Fax: (256) 536-6724

October 9, 2025

To: Kevin Overton

From: Will Mitchell

Subject: VBC South Hall Lighting & Sprinkler Drawing Revision QUOTE

Lump Sum Price Includes:

- Furnish & Install 400A 120/208V panel for non-dim circuits
- Furnish & Install 400/3 SqD breaker
- Furnish & Install approximately 4,000' of Cat 6 cabling for control interface
- Furnish & Install (2) Cat 6 cables from Ballroom dimmer rack to new South Hall dimmer rack
- Recircuit South row of fixtures to new dimmer rack
- Clean-up

EXCLUDES:

- None

Clarifications:

- None

Lump Sum Price

\$29,315.00

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: January 12, 2026 CMR NUMBER: 9

PROJECT: Von Braun Center Lighting & Sprinkler Improvements

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman

CONTRACTOR: Stewart Electric Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
VBC Back of House Laundry Equipment Connection

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$11,812.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): _____
 THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED BY:
- A. CONTRACTOR _____
- B. ARCHITECT _____

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

4. INITIATED BY: OWNER

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- VALUE ENGINEERING OR COST REDUCTION
- CHANGES IN PROJECT SCOPE OF WORK
- OWNER REQUESTED UPGRADE
- UNFORESEEN CONDITIONS
- TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

- MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEBABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
- CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
- CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

- A. ARCHITECT _____
- B. PROJECT MANAGER _____
- C. EXECUTIVE DIRECTOR (VBC) _____

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.



STEWART ELECTRIC COMPANY, INC.

Commercial • Industrial • Design • Engineering

StewartElectricInc.com

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713

P.O. Box 14485, Huntsville, AL 35815-0485

Telephone: (256) 536-4375

Fax: (256) 536-6724

December 15, 2025

To: Will Russell

From: Will Mitchell

Subject: VBC Back of House Laundry Equipment Connection QUOTE

Lump Sum Price Includes:

- Install (12) owner furnished transformers for washers and dryers
- Furnish & Install (3) equipment racks
- Furnish & Install (12) disconnects
- Furnish & Install all raceways, fittings, supports, and wire as needed
- Clean-up

EXCLUDES:

- None

Clarifications:

- None

Lump Sum Price

\$11,812.00