

Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 5/22/2025

File ID: TMP-5560

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order No 2 between the City of Huntsville and Turner Construction Company for the Von Braun Center Concert Hall Back of House Renovations project located at 700 Monroe Street SW, Huntsville, Alabama.

Resolution No.

Finance Information:

Account Number: 4020-00-00000-523047-0000000-

City Cost Amount: \$ 446,138.76

Total Cost: \$ 446,138.76

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District 1 District 2 District 3 District 4 District 5 District 5

Additional Comments:

RESOLUTION NO. 25-____

WHEREAS, the City Council of the City of Huntsville entered into a Fixed Price Agreement with Turner Construction Company for Construction Services for the Von Braun Center Concert Hall Back of House Renovations Project located at 700 Monroe Street SW, Huntsville, Alabama, adopted and approved pursuant to Resolution No. 24-09 by the City on January 11, 2024; and

WHEREAS, Change Order No. 1 was adopted and approved pursuant to Resolution No. 24-972 on December 19, 2024 increasing the contract amount from Fifteen Million Three Hundred Eighty-Seven Thousand Four Hundred Twenty-Eight Dollars and NO/100s (\$15,387,428.00) to Sixteen Million Thirteen Thousand Five Hundred Fifty-Two Dollars and 33/100s (\$16,013,552.33); and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Huntsville, Alabama and the Mayor that the contract with Turner Construction Company for the Construction Services for the Von Braun Center Concert Hall Back of House Renovations Project located at 700 Monroe Street SW, Huntsville, Alabama, be amended to increase the contract amount from Sixteen Million Thirteen Thousand Five Hundred Fifty-Two Dollars and 33/100s (\$16,013,552.33) to Sixteen Million Four Hundred Fifty-Nine Thousand Six Hundred Ninety-One Dollars and 09/100s (\$16,459,691.09) including this Change Order No. 2 in the amount of Four Hundred Forty Six Thousand One Hundred Thirty-Eight Dollars and 76/100s (\$446,138.76), said Change Order is substantially in words and figures as attached hereto and identified as <u>"Change Order Number 2 to the Contract between the City of Huntsville and Turner Construction for Construction Services for the Von Braun Center Concert Hall and Back of House Renovations Project" consisting of twenty-seven (27) 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's Office of the City of Huntsville, Alabama.</u>

ADOPTED this the <u>22nd</u> day of <u>May</u>, 2025.

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

APPROVED this the <u>22nd</u> day of <u>May</u>, 2025.

Mayor of the City of Huntsville, Alabama

Liberty Mutual Bond No. 015222785 Travelers Casualty Bond No. 107061229 F&D/Zurich Bond No. 9430969 K4178555A Federal Insurance Bond No. The Continental Ins. Bond No. 30206097 Berkshire Hathaway Bond No. 47-SUR-300033-01-0799

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

DATE: April 14, 2025

x

Turner Construction Company TO: (Contractor)

CHANGE ORDER NO. ____02

PROJECT: VBC Concert Hall BOH Renovations

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 atlached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment for _CMRs 11, 12, 17, 18, 20, 21, 22, 23, 24, 25, 26, 28, 30, 31... (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>446,138.76</u>	\$
ORIGINAL CONTRACT PRICE	\$ 15,387,426.00
Net total previous Change Orders	\$ 626,126.33
Previous revised Contract Price	\$ 16,013,552.33
This Change Order No 02 ADD (DEDUCT)	\$ 446,138.76
Revised Contract Price this date	\$ 16,459,691.09

Extension of time resulting from this Change Order _____10 ____ (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 father 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

CONSENT OF SURETY	CONTRACTING PARTIES
Liberty Mutual Insurance Company;	
Travelers Casualty and Surety Company of America;	
Fidelity and Deposit Company of Maryland;	
Zurich American Insurance Company;	
Federal Insurance Company;	
The Continental Insurance Company;	
Berkshire Hathaway Specialty Insurance Company	Turner Construction Company
(Company)	(Contractor)
By	The
(Authorized Representative) Michael Dugan, Attorney-in-Fact	(Authorized Representative)
Dated this 28th Day of April, 2025	(initialized inspirately
RECOMMENDED	CITY OF HUNTSVILLE, ALABAMA
	CIT I OF HONISVILLE, ALADAMA
By	P.,
	By
(Design Electricer or Architect)	(Its Mayor)
- Iuch Manton	
By Markennen	Ву
(CONEquitties Project Manager) VBC DIRECTOR OF FACILI	(President of City Council)
A A A A A A A A A A A A A A A A A A A	
By Salle or rego	Date
(Director of General Services)	
VBC EXECUTIVE DIRECTOR	
S. C.	

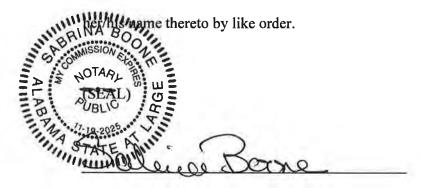
CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF Alabama COUNTY OF Madison

On this _ 30 day of _ April $\underline{}$, $\underline{\partial} \underline{\partial} \underline{\partial} \underline{S}$, before me personally came Brendan McCornink to me known, who, being by me duly sworn, did depose and say that she/he resides in Morgon Count that she/he is the Vice President / GM of the Turner Construction the corporation

described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed



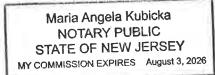
CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY COUNTY OF BERGEN

On this 28th	day of April	_ ر	2025	before me personally came
Michael Dugan	to me known, who,	being by me du	ly sworn,	did depose and say that she/he
resides in Flanders, New Je	that she	he is the ATTC	RNEY II	N FACT of the LIBERTY
MUTUAL INSURANCE	COMPANY, TRAVEL	ERS CASUAL	IY AND	SURETY COMPANY OF
AMERICA, FIDELITY A	ND DEPOSIT COMPA	ANY OF MARY	LAND, Z	ZURICH AMERICAN
INSURANCE COMPAN	Y, <u>FEDERAL INSURA</u>	NCE COMPAN	IY, THE	CONTINENTAL
INSURANCE COMPAN	Y, BERKSHIRE HATH	IAWAY SPECI	ALTY IN	SURANCE COMPANY, the
corporation described in a	nd which executed the a	above instrumen	t that she	he knows the seal of said
corporation; that the seal a	affixed to said instrument	nt is such corpor	ate seal; t	hat it was so affixed by order
of the Board of Directors of	of said corporation, and	that she/he sign	ed her/his	s name thereto by like order.

NOTARY PUBLIC EITUR NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES angela Kubida





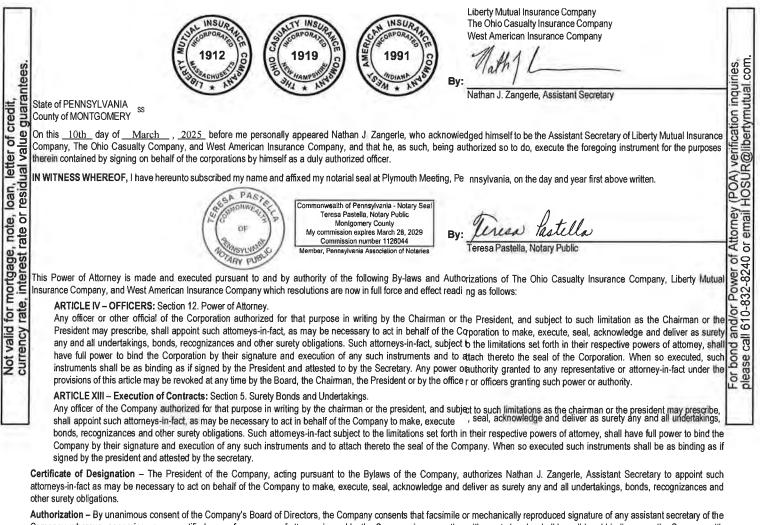
POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company Certificate No: 8213319 - 974450

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, <u>Charo J.</u> <u>Rosemond, James Baldassare Jr, John F. Surano, Krista A. DiMezza, Lisa M. Scavetta, Maria L. Spadaccini, Michael Dugan, Nicholas F. Walsh, Sherryanne M.</u> DePirro

all of the city of <u>Saddle Brook</u> state of <u>NJ</u> each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this <u>10th</u> day of <u>March</u>, <u>2025</u>.



Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do

hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of April 2025



LMS-12873 LMIC OCIC WAIC Multi Co 02/24



Travelers Casualty and Surety Company of America **Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Michael Dugan of SADDLE BROOK , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and New Jersey

acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her cartificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary: or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, KevIn E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of April 2025



Kar E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Krista A. DIMEZZA, Charo J. ROSEMOND, John F. SURANO, Sherryanne M. DEPIRRO, Nicholas F. WALSH, Lisa M. SCAVETTA, James BALDASSARE, JR., Michael DUGAN, Saddle Brook, New Jersey, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to COMPANY at its office in New York, her regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in New York, New York, the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of March, A.D. 2025.



ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan Vice President

Dawn & Brown By: Dawn E. Brown

sy: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 10th day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan**, **Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly swom, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Revenieve M. Maisra

Genevieve M. Maison Notery Public My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time." **CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF. I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _28th___ day of April ______ 2025_.



Mary Jean Pethick Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reportsfclaims@zurichna.com 800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint James Baldassare Jr., Sherryanne M. DePirro, Krista A. DiMezza, Michael Dugan, Charo J. Rosemond, Lisa M. Scavetta, John F. Surano and Nicholas F. Walsh of Saddle Brook, New Jersey

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of August 2023.

Dawn m. Chloros

Down M. Chloros, Assistant Secretary



SS.

STATE OF NEW JERSEY County of Hunterdon





On this 11th day of August 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi NOTARY PUBLIC OF NÉW JERSEY No 50202369 ommission Expires August 22,2027

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CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

- *RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):
 - (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
 - (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
 - (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-infact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
 - (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
 - (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M, Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
 - ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 28th day of April 2025



Dawn M. Chlores

Down M Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Tele Phone (908) 903-3493 Fax (908) 903-3656 e-mail: sure Withchubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Dugan, James Baldassare Jr, Sherryanne M DePirro, Nicholas F Walsh, Lisa M Scavetta, Krista A DiMezza, Charo J Rosemond, John F Surano, Individually

of Saddle Brook, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of July, 2023.

The Continental Insurance Company

Larry Kaster Vice President

Name of the second seco

State of South Dakota, County of Minnehaha, ss:

On this 20th day of July, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT SOUTH DAKOTA

My Commission Expires March 2, 2026

n. Bent M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 28th day of April . 2025



The Continental Insurance Company

Assistant Secretary D. Johnson

Form F6850-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolutions duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Floor

mad or via r

fax to (617) 507-8259,

via:

IV.com.

email

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number at (855) 453-9675,

free B

24-hour email at Jen of Attorney

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contact

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notify

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Company, One Lincoln Street, 23rd

Berkshire Hathaway Specialty Insurance

Department,

us at: BHSISurety eciality.com

contact

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To verify the a Boston, MA (

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02111 | (770) 625-2516 or

THIS POWER OF ATTORNEY IS VOID IF ALTERED



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Sherryanne M. DePirro, Lisa M. Scavetta, Maria L. Spadaccini, Nicholas F. Walsh, James Baldassare, Jr., Krista A. Burke, Charo J. Rosemond, John F. Surano, Bianca L. Meli, Michael Dugan, 250 Pehle Avenue, Suite 311 of the city of Saddle Brook, State of New Jersey, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

By:

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

David Fields, Vice President

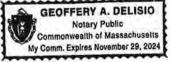


State of Massachusetts, County of Suffolk, ss: On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]

By:

NOTARY



by Dilinio

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 28, 2025.



Officer

ARTICLE V.

CORPORATE ACTIONS

.....

EXECUTION OF DOCUMENTS:

11.61

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneysin-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneysin-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

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14.1

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:	2/18/2025	CMR NUMBER:	11 REV 2
PROJECT:	Von Braun Center Concert Ha	ll Back-of-House Renovations	
OWNER:	City of Huntsville		
ARCHITECT:	Matheny Goldmon Architectur	re + Interiors, LLC	
CONTRACTOR:	Turner Construction Company		Part State
DESCRIPTION OF	CHANGE (BY GENERAL CONT		
Additional scope as	sociated with response to RFIs 10	00-113	
281		Landsman Periody	
1. TOTAL COST (CONTRACTOR TO ATTACH DET	AILED BREAKDOWN):	\$21,831.10
2. TIME EXTENSI	ON IN CALENDAR DAYS (ATTA	ACH JUSTIFICATION):	
	THIS CHANGE AFFECTS THE	CRITICAL PATH OF THE PROJEC	CT
3. SUBMITTED BY	<i>(</i> :		
A	. CONTRACTOR	Turner Construct	ion Company
Е	B. ARCHITECT	Matheny Goldmon Architect	ture + Interiors, LLC
*** BOTTO	M SECTION TO BE FILLED OU	T BY CITY OF HUNTSVILLE RI	EPRESENTATIVE***
4. INITIATED BY:			
5. OWNER'S CLAS	SSIFICATION:		
CONTR	ACT MODIFICATION DUE TO:		
-	VALUE ENGINEERING OR COST	REDUCTION	
	CHANGES IN PROJECT SCOPE OF	FWORK	
	OWNER REQUESTED UPGRADE		
X	UNFORESEEN CONDITIONS		
	TECHNICAL COORDINATION		
	IS SUBMITTED FOR REVIEW A	AND APPROVAL AND IS CLASS	IFIED AS ONE OF
THE FOLLOWI			
-		RY VALUE AND NOT REQUIRED FO	
			RESEEABLE
_ <u>×</u>		NTRACT NECESSITATED BY UNFC	
<u>_X</u>	CIRCUMSTANCES ARISING DUR	ING THE COURSE OF THE WORK.	
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	CIRCUMSTANCES ARISING DUR EMERGENCIES ARISING DURING CHANGE FOR ALTERNATES PRO DIFFERENCE IN PRICE OF THE C CHANGE NOT CONTEMPLATED THE PROJECT WAS BID AND WH OF THE CONTRACT PRICE. CHANGE NOT CONTEMPLATED THE PROJECT WAS BID AND WH	ING THE COURSE OF THE WORK. THE COURSE OF THE WORK. VIDED FOR IN THE ORIGINAL BID HANGE FROM THE ORIGINAL BEST WHEN THE PLANS AND SPECIFICA ICH IS IN THE PUBLIC INTEREST A WHEN THE PLANS AND SPECIFICA ICH IS IN THE PUBLIC INTEREST A TUTES EXTRAORDINARY CIRCUMS	DING WHERE THERE IS NO F BID ON THE ALTERNATE. TIONS WERE PREPARED ANI ND DOES NOT EXCEED 10% TIONS WERE PREPARED ANI ND EXCEEDS 10% OF THE TANCES.
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7. I HAVE REVIEN	CIRCUMSTANCES ARISING DUR EMERGENCIES ARISING DURING CHANGE FOR ALTERNATES PRO DIFFERENCE IN PRICE OF THE C CHANGE NOT CONTEMPLATED THE PROJECT WAS BID AND WH OF THE CONTRACT PRICE. CHANGE NOT CONTEMPLATED THE PROJECT WAS BID AND WH CONTRACT PRICE AND CONSTIT	ING THE COURSE OF THE WORK. THE COURSE OF THE WORK. VIDED FOR IN THE ORIGINAL BID HANGE FROM THE ORIGINAL BEST WHEN THE PLANS AND SPECIFICA ICH IS IN THE PUBLIC INTEREST A WHEN THE PLANS AND SPECIFICA ICH IS IN THE PUBLIC INTEREST A TUTES EXTRAORDINARY CIRCUMS	DING WHERE THERE IS NO F BID ON THE ALTERNATE. TIONS WERE PREPARED ANI ND DOES NOT EXCEED 10% TIONS WERE PREPARED ANI ND EXCEEDS 10% OF THE TANCES.
. I HAVE REVIEW A B	CIRCUMSTANCES ARISING DUR EMERGENCIES ARISING DURING CHANGE FOR ALTERNATES PRO DIFFERENCE IN PRICE OF THE C CHANGE NOT CONTEMPLATED THE PROJECT WAS BID AND WH OF THE CONTRACT PRICE. CHANGE NOT CONTEMPLATED THE PROJECT WAS BID AND WH CONTRACT PRICE AND CONSTIT VED, UNDERSTAND AND RECO . ARCHITECT	ING THE COURSE OF THE WORK. THE COURSE OF THE WORK. WIDED FOR IN THE ORIGINAL BID HANGE FROM THE ORIGINAL BEST WHEN THE PLANS AND SPECIFICA ICH IS IN THE PUBLIC INTEREST A WHEN THE PLANS AND SPECIFICA ICH IS IN THE PUBLIC INTEREST A THE SEXTRAORDINARY CIRCUMS OMMEND THIS CHANGE WITH	DING WHERE THERE IS NO F BID ON THE ALTERNATE. TIONS WERE PREPARED ANI ND DOES NOT EXCEED 10% TIONS WERE PREPARED ANI ND EXCEEDS 10% OF THE TANCES.

PROJECT: Von Braun Center Concert Hall Back-of-House Renovations

CMR NUMBER: 11 REV 2

\$ 21,831.10									TOTAL AMOUNT FOR CMR
							10%		OVERHEAD & PROFIT
1,0	\$ 20,371.73 \$						5%		OVERHEAD & PROFIT
		•		5		\$ 400.71			SUBTOTAL B
\$ 20,371.73	\$ 221.65 \$						1.10%		SUB BOND
	And the second			•			37.40%	-	LABOR BURDEN
							0.00%		SALES TAX
	\$ 20,150.08	-		-		\$ 400.71			SUBTOTAL A
						\$ 33.55			Builder's Risk
						\$ 215.04			General Liability
						\$ 141.90			Building Permit
						\$ 10.22			Procore
	\$ 849.35								RFI 113 - HC Blake Lump Sum
	\$ 445.75								RFI 113 - Stewart Electric Lump Surr
	\$ (460.00)								RFI 112 - DW Design Lump Sum
	\$ 2,155.00								RFI 103 - Global Fire Lump Sum
	\$ 6,180.00			-					RFI 102 - Straightline Lump Sum
	\$ 3,299.27								RFI 101 - Spectra Lump Sum
	\$ 923.00								RFI 100 - Global Fire Lump Sum
	\$ 6,757.71								RFI 100 - Stewart Electric Lump Sum
TOTAL	SUBTOTAL	SUBTOTAL	DAYS COST	SUBTOTAL	HOURS RATE/HR	SUBTOTAL	UNIT COST	QTY	DESCRIPTION
	SUBCONTRACT	MENT	EQUIPMENT	OST	LABOR COST	OST	MATERIAL COST		
							DOON OF ITONOC I	VVII LIUI	FROJEC1. Voli Blauli Cellici Colicul Hali Back-of-Liouse regio antonio

	CONTRACT MODIFICATION REQUEST
DATE: 10/29	D/2024 CMR NUMBER: 12
PROJECT:	Von Braun Center North Hall & Playhouse Renovations
OWNER:	City of Huntsville
ARCHITECT:	Matheny Goldmon Architecture + Interiors, LLC
CONTRACTOR:	
	F CHANGE (BY GENERAL CONTRACTOR):
	ciated with Sewer Line corrections.
ridditional ocope abbe	
and the second second	
1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$6,991.38
	ION IN CALENDAR DAYS (ATTACH JUSTIFICATION):
	THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED B	V.
	A. CONTRACTOR 7 Long Uinte
E	B. ARCHITECT Matheny Goldmon Architecture + Interiors, LLC
	BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT
4. INITIATED BY:	CONTRACTOR
5. OWNER'S CLA	SSIFICATION:
CONT	RACT MODIFICATION DUE TO:
	VALUE ENGINEERING OR COST REDUCTION
	CHANGES IN PROJECT SCOPE OF WORK
	OWNER REQUESTED UPGRADE
X	UNFORESEEN CONDITIONS
	TECHNICAL COORDINATION
	IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF
THE FOLLOW	
	MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
<u>×</u>	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 REVIE	WED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
A	A. ARCHITECT
Е	3. PROJECT MANAGER
C	C. EXECUTIVE DIRECTOR (VBC)
***THIS E	XECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED
	SENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTS VILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT
SUM	1, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTS VILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.***

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PROJECT: VBC BOH Addition and Renovation

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\$ 90.14							10%	-	OVERHEAD & PROFIT
\$ 285.71	\$ 5,714.17						5%		OVERHEAD & PROFIT
\$ 5,714.17		\$ 183.36		\$ 759.99		\$ 141.38	\$		SUBTOTAL B
\$ 901.37	\$ 62.17						1.10%		SUB BOND
			No. Wer	\$ 206.87			37.40%		LABOF. BURDEN
						1	0.00% \$		SALES TAX
	\$ 5,652.00	\$ 183.36		\$ 553.12	\$	5 141.38	\$		SUBTOTAL A
									d
						38.99	S		Building Permit
						9.56	\$		Builder's Risk
					-	61.24	S		General Liability
						31.59	S		Procore
		\$ 183.36	1 183.36	553.12	8 69.14 \$				Field Engineer - Shoot Inverts
	\$ 5,652.00								Wilco
TOTAL	SUBTOTAL	SUBTOTAL	DAYS COST	SUBTOTAL D	RATE/HR	SUBTOTAL HOURS	UNIT COST	QTY UN	DESCRIPTION
	SUBCONTRACT		EQUIPMENT	ST	LABOR COST	ST	MATERIAL COST	M	

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UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

D	АТЕ:	2/20/2025	CMR NUMBER:	17 REV 2
PI	ROJECT:	Von Braun Center Concert Hall Back-	of-House Renovations	
0	WNER:	City of Huntsville		Comparent a state water a se
A	RCHITECT:	Matheny Goldmon Architecture + Inte	riors, LLC	
C	ONTRACTOR:	Turner Construction Company		
		CHANGE (BY GENERAL CONTRACTO)R):	
		ociated with response to ASI 05.		
11	unitional scope ass		Statistics of Lagrand	
	32131.121.22		MARKEN AND	
1.	TOTAL COST (C	ONTRACTOR TO ATTACH DETAILED I	BREAKDOWN):	\$62,197.77
2.	TIME EXTENSIO	ON IN CALENDAR DAYS (ATTACH JUS	STIFICATION):	
		THIS CHANGE AFFECTS THE CRITICA	AL PATH OF THE PROJECT	1
3.	SUBMITTED BY	:		
	А.	CONTRACTOR	Turner Construction	n Company
	B.	ARCHITECT	Matheny Goldmon Architec	ets + Interiors, LLC
	BOTTOM	1 SECTION TO BE FILLED OUT BY CI	TY OF HUNTSVILLE REP	RESENTATIVE
4.	INITIATED BY:	OWNER / ARCHITECT		
	OWNER'S CLAS			
		ACT MODIFICATION DUE TO:		
		VALUE ENGINEERING OR COST REDUCT	TON	
	Q	CHANGES IN PROJECT SCOPE OF WORK		
	X	- OWNER REQUESTED UPGRADE		
	X	UNFORESEEN CONDITIONS		
		TECHNICAL COORDINATION		
6.	THIS CHANGE I	- S SUBMITTED FOR REVIEW AND AP	PROVAL AND IS CLASSIF	'IED AS ONE OF
	THE FOLLOWIN	IG TYPES:		
		MINOR CHANGE OF A MONETARY VALU	JE AND NOT REQUIRED FOR	COMPETITIVE BIDDING.
	×	CHANGES TO THE ORIGINAL CONTRACT	NECESSITATED BY UNFOR	ESEEABLE
		CIRCUMSTANCES ARISING DURING THE	COURSE OF THE WORK.	
	X	_EMERGENCIES ARISING DURING THE CO	OURSE OF THE WORK.	
		CHANGE FOR ALTERNATES PROVIDED F	FOR IN THE ORIGINAL BIDDI	NG WHERE THERE IS NO
		DIFFERENCE IN PRICE OF THE CHANGE	FROM THE ORIGINAL BEST H	BID ON THE ALTERNATE.
		CHANGE NOT CONTEMPLATED WHEN T	HE PLANS AND SPECIFICATI	ONS WERE PREPARED AND
	2	THE PROJECT WAS BID AND WHICH IS IN	N THE PUBLIC INTEREST ANI	D DOES NOT EXCEED 10%
		OF THE CONTRACT PRICE.		
		CHANGE NOT CONTEMPLATED WHEN T	HE PLANS AND SPECIFICATI	ONS WERE PREPARED AND
		- THE PROJECT WAS BID AND WHICH IS IN	N THE PUBLIC INTEREST AND	D EXCEEDS 10% OF THE
		CONTRACT PRICE AND CONSTITUTES EX	XTRAORDINARY CIRCUMST.	ANCES.
7.	I HAVE REVIEW	ED, UNDERSTAND AND RECOMMEN	D THIS CHANGE WITH N	O EXCEPTIONS:
	A.	ARCHITECT	(jott)	
	B.	PROJECT MANAGER	The OI Fi	7
		EXECUTIVE DIRECTOR (VBC)	dime	NI
	C.	EAECUTIVE DIRECTOR (VDC)	composit	
	REPRESENTATIVES THAT	M DOES NOT CONSTITUTE A CHANGE ORDER. THE T THEY RECOMMEND TO THE CITY OF HUNTSVILL FIME STATED HEREIN. THE CITY OF HUNTSVILLE'S	E'S CITY COUNCIL TO APPROVE T	HE CHANGE IN CONTRACT SUM,

PROJECT: Von Braun Center Concert Hall Back of House Renovations

CMR NUMBER: 17 REV 2

\$ 62,197.77						-		MR	TOTAL AMOUNT FOR CMR
\$ 603.85							10%	FIT	OVERHEAD & PROFIT
\$ 2,645.50	\$ 52,909.97						5%	FIT	OVERHEAD & PROFIT
		•		\$ 1,813.68		\$ 4,224.78		СВ	SUBTOTAL B
\$ 52,909.97	\$ 575.68						1.10%	ND	SUB BOND
				\$ 493.68			37.40%	EN	LABOR BURDEN
							0.00%	AX	SALES TAX
	\$ 52,334.29	\$		\$ 1,320.00		\$ 4,224.78		A	SUETOTAL A
						\$ 95.60			Builder's Risk
						\$ 612.65			General Liability
						\$ 404.29			Building Permit
						\$ 29.11			Procore
								_	
					15 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
						\$ 1,800.00			Shower Trim & Caulking
				\$ 1,320.00	24 55				Trim Install
						\$ 1,283.14			Uline Walk Off Mats
	\$ 2,179.10								Turner SPO
	\$ 26,071.96			\$					HC Blake - French Drain
	\$ 24,083.23					\$			HC Blake - Shower Change
TOTAL	SUBTOTAL	SUBTOTAL	DAYS COST	SUBTOTAL D	HOURS RATE/HR	SUBTOTAL	UNIT COST	QTY	DESCRIPTION
	SUBCONTRACT		EQUIPMENT	OST	LABOR COST	COST	MATERIAL C		
	SUBCONTRACT						MATERIAL		

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

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DA	АТЕ:	2/18/2025	CMR NUMBER:	18 REV 1
Pŀ	ROJECT:	Von Braun Center Conce	rt Hall Back-of-House Renovation	18
0	WNER:	City of Huntsville	and a supplication of the state of the	
AI	RCHITECT:	Matheny Goldmon Archi	tecture + Interiors, LLC	
C	ONTRACTOR:	Turner Construction Corr		and the states of
		CHANGE (BY GENERAL C		
		ociated with response to A		
1	The set of the	and the states of	and the same the states	
1.	TOTAL COST (C	ONTRACTOR TO ATTACH	DETAILED BREAKDOWN):	\$19,110.72
2.	TIME EXTENSIO	N IN CALENDAR DAYS (ATTACH JUSTIFICATION):	Main Parks
		THIS CHANGE AFFECTS	THE CRITICAL PATH OF THE PR	OJECT
3.	SUBMITTED BY:			
	А.	CONTRACTOR	Turner Cons	truction Company
	В.	ARCHITECT	Matheny Goldmon A	Architects + Interiors, LLC
	BOTTOM	SECTION TO BE FILLEI	O OUT BY CITY OF HUNTSVILL	E REPRESENTATIVE
4.	INITIATED BY:	ARCHITECT	OWNER	
5.	OWNER'S CLASS	SIFICATION:		
	CONTRA	ACT MODIFICATION DUE	TO:	
	-	VALUE ENGINEERING OR (COST REDUCTION	
		CHANGES IN PROJECT SCC		
	<u>×</u>	OWNER REQUESTED UPGR		
	_ <u>×</u>	UNFORESEEN CONDITIONS	5	
	-	TECHNICAL COORDINATIO)N	
6.			EW AND APPROVAL AND IS CL	ASSIFIED AS ONE OF
	THE FOLLOWIN			
	_ <u>×</u> _	•	ETARY VALUE AND NOT REQUIRE	
	X		AL CONTRACT NECESSITATED BY U	
			DURING THE COURSE OF THE WOR	RK.
		•	JRING THE COURSE OF THE WORK.	
			S PROVIDED FOR IN THE ORIGINAL	
			THE CHANGE FROM THE ORIGINAL	
		•	TED WHEN THE PLANS AND SPECI	
			D WHICH IS IN THE PUBLIC INTERE	ST AND DOES NOT EXCEED 10%
		OF THE CONTRACT PRICE.		
			TED WHEN THE PLANS AND SPECE	
			D WHICH IS IN THE PUBLIC INTERE	
		CONTRACT PRICE AND CO	NSTITUTES EXTRAORDINARY CIRC	CUMSTANCES.
7.	I HAVE REVIEW	ED, UNDERSTAND AND H	RECOMMEND THIS CHANGE W	ITH NO EXCEPTIONS:
	A.	ARCHITECT	Gille	
	Β.	PROJECT MANAGER	Tall	ið
	C.	EXECUTIVE DIRECTOR (VBC) Sturry	NG The second se
			GE ORDER. THIS DOCUMENT IS AN ACKNO Y OF HUNTSVILLE'S CITY COUNCIL TO APP	

SCOPE, AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.***

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PROJECT: Von Braun Center Concert Hall Back-of-House Renovations

CMR NUMBER: 18 REV 1

Image: Second state sta								
17,639.17 17,639.17 194.03 \$ 17,833.20 \$						10%	ROFIT	OVERHEAD & PROFIT
17,639.17 194.03 \$	-					5%	VOFIT	OVERHEAD & PROFIT
17,639.17 194.03 5	69		•		\$ 350.78		LAT B	SUBTOTAL B
					the set	1.10%	30ND	SUB BOND
5		2 11 2	•			37.40%	RDEN	LABOR BURDEN
8			1			0.00%	3 TAX	SALES TAX
	•		-		\$ 350.78		TAL A	SUBTOTAL A
					\$ 29.37			Builder's Risk
					\$ 188.24			General Liability
					\$ 124.22			Building Permit
					\$ 8.94			Procore
							_	
\$ 17,639.17								Wilco
SUBTOTAL TOTAL	SUBTOTAL	DAYS COST	SUBTOTAL	HOURS RATE/HR.	SUBTOTAL	UNIT COST	QTY	DESCRIPTION
SUBCONTRACT	EQUIPMENT	EQUI	COST	LABOR COST	OST	MATERIAL COST		

"EVHIDIT A"

		"EXHIBIT A"	UPDATED 10/07/ 2
	CONT	RACT MODIFICATION REQUEST	
DATE:	2/13/2025	CMR NUMBER:	20 REV 1
PROJECT:	Von Braun Center Co	oncert Hall Back-of-House Renovations	States And The
OWNER:	City of Huntsville		as here a
ARCHITECT:	Matheny Goldmon A	rchitecture + Interiors, LLC	
CONTRACTOR:	Turner Construction	Company	
DESCRIPTION OF (CHANGE (BY GENER.	AL CONTRACTOR):	
Additional scope ass is based on layout pr	ociated with response ovided by MGA on 11	to leaving out a section of the slab to add add /22/2024.	litional plumbing. Pricing
1. TOTAL COST (C	ONTRACTOR TO ATT	ACH DETAILED BREAKDOWN):	\$23,790.92
		YS (ATTACH JUSTIFICATION):	+=======
		CTS THE CRITICAL PATH OF THE PROJECT	
3. SUBMITTED BY			
A.	CONTRACTOR	Turner Construction	I Company
B.	ARCHITECT	Matheny Goldmon Architecture	e + Interiors, LLC
BOTTOM	I SECTION TO BE FII	LED OUT BY CITY OF HUNTSVILLE REP	RESENTATIVE
4. INITIATED BY:	OWNER		
5. OWNER'S CLAS	SIFICATION:		
CONTRA	ACT MODIFICATION I	DUE TO:	
	VALUE ENGINEERING	OR COST REDUCTION	
<u>_X</u>	CHANGES IN PROJECT		
	OWNED DEGUERTED I	ID CID & D D	
×	_OWNER REQUESTED L		
X	UNFORESEEN CONDIT	IONS	
X	UNFORESEEN CONDIT TECHNICAL COORDIN	IONS ATION	
	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R	IONS	IED AS ONE OF
THE FOLLOWIN	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R IG TYPES:	IONS ATION EVIEW AND APPROVAL AND IS CLASSIF	
THE FOLLOWIN	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R G TYPES: MINOR CHANGE OF A	IONS ATION EVIEW AND APPROVAL AND IS CLASSIF MONETARY VALUE AND NOT REQUIRED FOR (COMPETITIVE BIDDING.
THE FOLLOWIN	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R IG TYPES: MINOR CHANGE OF A CHANGES TO THE ORI	IONS ATION EVIEW AND APPROVAL AND IS CLASSIF MONETARY VALUE AND NOT REQUIRED FOR G GINAL CONTRACT NECESSITATED BY UNFORE	COMPETITIVE BIDDING.
THE FOLLOWIN	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R IG TYPES: MINOR CHANGE OF A CHANGES TO THE ORD CIRCUMSTANCES ARIS	IONS ATION EVIEW AND APPROVAL AND IS CLASSIF MONETARY VALUE AND NOT REQUIRED FOR G GINAL CONTRACT NECESSITATED BY UNFORE SING DURING THE COURSE OF THE WORK.	COMPETITIVE BIDDING.
THE FOLLOWIN	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R G TYPES: MINOR CHANGE OF A CHANGES TO THE ORI CIRCUMSTANCES ARIS EMERGENCIES ARISIN	IONS ATION EVIEW AND APPROVAL AND IS CLASSIF MONETARY VALUE AND NOT REQUIRED FOR G GINAL CONTRACT NECESSITATED BY UNFORE SING DURING THE COURSE OF THE WORK. G DURING THE COURSE OF THE WORK.	COMPETITIVE BIDDING. ESEEABLE
THE FOLLOWIN	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R G TYPES: MINOR CHANGE OF A CHANGES TO THE ORI CIRCUMSTANCES ARISIN EMERGENCIES ARISIN CHANGE FOR ALTERN	IONS ATION EVIEW AND APPROVAL AND IS CLASSIF MONETARY VALUE AND NOT REQUIRED FOR G GINAL CONTRACT NECESSITATED BY UNFORE SING DURING THE COURSE OF THE WORK.	COMPETITIVE BIDDING. ESEEABLE NG WHERE THERE IS NO
THE FOLLOWIN	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R IG TYPES: MINOR CHANGE OF A CHANGES TO THE ORI CIRCUMSTANCES ARIS EMERGENCIES ARISIN CHANGE FOR ALTERN DIFFERENCE IN PRICE	IONS ATION EVIEW AND APPROVAL AND IS CLASSIF MONETARY VALUE AND NOT REQUIRED FOR G GINAL CONTRACT NECESSITATED BY UNFORE SING DURING THE COURSE OF THE WORK. G DURING THE COURSE OF THE WORK. ATES PROVIDED FOR IN THE ORIGINAL BIDDIN	COMPETITIVE BIDDING. ESEEABLE NG WHERE THERE IS NO ID ON THE ALTERNATE.
THE FOLLOWIN	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R G TYPES: MINOR CHANGE OF A CHANGES TO THE ORI CIRCUMSTANCES ARISIN CHANGE FOR ALTERN DIFFERENCE IN PRICE CHANGE NOT CONTEM	IONS ATION EVIEW AND APPROVAL AND IS CLASSIF MONETARY VALUE AND NOT REQUIRED FOR G GINAL CONTRACT NECESSITATED BY UNFORE SING DURING THE COURSE OF THE WORK. G DURING THE COURSE OF THE WORK. ATES PROVIDED FOR IN THE ORIGINAL BIDDIN OF THE CHANGE FROM THE ORIGINAL BEST B	COMPETITIVE BIDDING. ESEEABLE NG WHERE THERE IS NO ID ON THE ALTERNATE. DNS WERE PREPARED AND
THE FOLLOWIN	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R G TYPES: MINOR CHANGE OF A CHANGES TO THE ORI CIRCUMSTANCES ARISIN CHANGE FOR ALTERN DIFFERENCE IN PRICE CHANGE NOT CONTEM	IONS ATION EVIEW AND APPROVAL AND IS CLASSIF MONETARY VALUE AND NOT REQUIRED FOR G GINAL CONTRACT NECESSITATED BY UNFORE SING DURING THE COURSE OF THE WORK. G DURING THE COURSE OF THE WORK. ATES PROVIDED FOR IN THE ORIGINAL BIDDIN OF THE CHANGE FROM THE ORIGINAL BEST B (PLATED WHEN THE PLANS AND SPECIFICATIO) AND WHICH IS IN THE PUBLIC INTEREST AND	COMPETITIVE BIDDING. ESEEABLE NG WHERE THERE IS NO ID ON THE ALTERNATE. DNS WERE PREPARED AND
THE FOLLOWIN	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R G TYPES: MINOR CHANGE OF A CHANGES TO THE ORI CIRCUMSTANCES ARISIN CHANGE FOR ALTERN DIFFERENCE IN PRICE CHANGE NOT CONTEM THE PROJECT WAS BIE OF THE CONTRACT PR	IONS ATION EVIEW AND APPROVAL AND IS CLASSIF MONETARY VALUE AND NOT REQUIRED FOR G GINAL CONTRACT NECESSITATED BY UNFORE SING DURING THE COURSE OF THE WORK. G DURING THE COURSE OF THE WORK. ATES PROVIDED FOR IN THE ORIGINAL BIDDIN OF THE CHANGE FROM THE ORIGINAL BEST B (PLATED WHEN THE PLANS AND SPECIFICATIO) AND WHICH IS IN THE PUBLIC INTEREST AND	COMPETITIVE BIDDING. ESEEABLE NG WHERE THERE IS NO ID ON THE ALTERNATE. ONS WERE PREPARED AND DOES NOT EXCEED 10%
THE FOLLOWIN	UNFORESEEN CONDIT TECHNICAL COORDIN S SUBMITTED FOR R G TYPES: MINOR CHANGE OF A CHANGES TO THE ORIC CIRCUMSTANCES ARISIN CHANGE FOR ALTERN DIFFERENCE IN PRICE CHANGE NOT CONTEM THE PROJECT WAS BIE OF THE CONTRACT PR CHANGE NOT CONTEM	IONS ATION EVIEW AND APPROVAL AND IS CLASSIF MONETARY VALUE AND NOT REQUIRED FOR O GINAL CONTRACT NECESSITATED BY UNFORE SING DURING THE COURSE OF THE WORK. G DURING THE COURSE OF THE WORK. ATES PROVIDED FOR IN THE ORIGINAL BIDDIN OF THE CHANGE FROM THE ORIGINAL BEST B (PLATED WHEN THE PLANS AND SPECIFICATIO O AND WHICH IS IN THE PUBLIC INTEREST AND ICE.	COMPETITIVE BIDDING. ESEEABLE NG WHERE THERE IS NO ID ON THE ALTERNATE. ONS WERE PREPARED AND DOES NOT EXCEED 10%

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

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

Thomas Vinha

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.

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PROJECT: Von Braun Center Concert Hall Back-of-House Renovations

CMR NUMBER: 20 REV 1

	\$ 23,790.92		11 11 11 11	5 10 1				The state of the s	1R	TOTAL AMOUNT FOR CMR	-
LABOR COST EQUIPMENT SUBCONTRACT AL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL TOT. AL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL TOT. AL HOURS RATE/HR SUBTOTAL SUBTOTAL S 10.208.51 S 6.678.32 S S S 6.678.32 S S 6.678.32 S S 6.678.32 S S 6.678.32 S S 6.67 S S 6.67 S S 4.295.00 S S 4.295.00 S S S 4.295.00 S S 4.295.00 S S S 4.295.00 S S								10%	TI	OVERHEAD & PROF	
Image: Contract of the state of t	_	21,414.83						5%	TI	OVERHEAD & PROF	_
Image: ALL BOR COST EQUIPMENT SUBCONTRACT AL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL SUBT			\$		\$				B	SUBTOTAL	
LABOR COST EQUIPMENT SUBCONTRACT AL HOURS RATE/HR SUBTOTAL DAVS COST SUBTOTAL		233.00						1.10%	ND	SUB BOY	
LABOR COST EQUIPMENT SUBCONTRACT AL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL								37.40%	EN	LABOR BURDI	_
LABOR COST EQUIPMENT SUBCONTRACT AL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL					10000			0.00%	X	SALES T/	_
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										Builder's Risk	_
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LABOR COST EQUIPMENT SUBCONTRACT AL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL S 10.208.51 S 6,678.32 S 6,678.32 S 6,678.32 S 4,295.00 S 5 4,295.00 S 5 4,295.00 S 5 4,295.00 S S 4,295.00 S S 5 4,295.00 S S 5 4,295.00 S S 4,295.00 S S 5 4,295.00 S S S 5 4,295.00 S S 5 S S S S S 5 S <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>Building Permi:</td><td>-</td></td<>										Building Permi:	-
LABOR COST EQUIPMENT SUBCONTRACT AL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL										Procore	
LABOR COST EQUIPMENT SUBCONTRACT AL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL											_
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LABOR COST EQUIPMENT SUBCONTRACT AL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL \$ 10,208.51										HC Blake	-
LABOR COST EQUIPMENT SUBCONTRACT AL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL SUBTOTAL OUNT										SPO Concrete	-
LABOR COST EQUIPMENT	TOTAL	SUBTOTAL	-	1	SUBTOTAL		SUBTOTAL		QTY	DESCRIPTION	
		SUBCONTRACT	UIPMENT	EQ	OST	LABOR	COST	MATERIAL			-
											,

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

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DATE:	1/13/2025	CMR NUMBER:	21
PROJECT:	Von Braun Center Concert Hal	l Back-of-House Renovations	
OWNER:	City of Huntsville		
ARCHITECT:	Matheny Goldmon Architectur	e + Interiors, LLC	STERN STORY
CONTRACTOR:	Turner Construction Company		
DESCRIPTION OF	CHANGE (BY GENERAL CONT	RACTOR):	
Additional scope ass	sociated with response to weather	delays for weather days that delays	ed critical path activities.
	cal path: December 15, 18, 27 an		
The State of	STREET BUILDING		
1. TOTAL COST (C	CONTRACTOR TO ATTACH DETA	AILED BREAKDOWN):	\$0.00
2. TIME EXTENSIO	ON IN CALENDAR DAYS (ATTA	CH JUSTIFICATION):	10
	· ·	CRITICAL PATH OF THE PROJECT	
3. SUBMITTED BY	:		
А	CONTRACTOR	Turner Construction	Company
В	ARCHITECT	Matheny Goldmon Architecture	+ Interiors, LLC
BOTTON	I SECTION TO BE FILLED OUT	TBY CITY OF HUNTSVILLE REP	RESENTATIVE
4. INITIATED BY:	CONTRACTOR		
5. OWNER'S CLAS	SIFICATION:		
CONTR	ACT MODIFICATION DUE TO:		
	VALUE ENGINEERING OR COST I	REDUCTION	
-	CHANGES IN PROJECT SCOPE OF	WORK	
	OWNER REQUESTED UPGRADE		
X	UNFORESEEN CONDITIONS		
	TECHNICAL COORDINATION		
6. THIS CHANGE I THE FOLLOWIN		ND APPROVAL AND IS CLASSIFI	ED AS ONE OF
		Y VALUE AND NOT REQUIRED FOR C	OMPETITIVE BIDDING
X	-	NTRACT NECESSITATED BY UNFORE	
	- CIRCUMSTANCES ARISING DURI		
	EMERGENCIES ARISING DURING		
	CHANGE FOR ALTERNATES PRO	VIDED FOR IN THE ORIGINAL BIDDIN	IG WHERE THERE IS NO
	DIFFERENCE IN PRICE OF THE CH	ANGE FROM THE ORIGINAL BEST B	ID ON THE ALTERNATE.
	CHANGE NOT CONTEMPLATED V	WHEN THE PLANS AND SPECIFICATIO	ONS WERE PREPARED AND
	THE PROJECT WAS BID AND WHI	CH IS IN THE PUBLIC INTEREST AND	DOES NOT EXCEED 10%
	OF THE CONTRACT PRICE.		
	_CHANGE NOT CONTEMPLATED V	VHEN THE PLANS AND SPECIFICATIO	NS WERE PREPARED AND
	THE PROJECT WAS BID AND WHI	CH IS IN THE PUBLIC INTEREST AND	EXCEEDS 10% OF THE
	CONTRACT PRICE AND CONSTIT	UTES EXTRAORDINARY CIRCUMSTA	NCES.
7. I HAVE REVIEW	ED, UNDERSTAND AND RECO	MMEND THIS CHANGE WITH NO	DEXCEPTIONS:
	ARCHITECT	ar DPD	5 C C C C C C C C C C C C C C C C C C C
	PROJECT MANAGER	E COSS	
	EXECUTIVE DIRECTOR (VBC)	The states	
C.	EAECUTIVE DIRECTOR (VBC)	minstaller	X
REPRESENTATIVES THA	T THEY RECOMMEND TO THE CITY OF HU	DER. THIS DOCUMENT IS AN ACKNOWLEDGE NTSVILLE'S CITY COUNCIL TO APPROVE TH 'SVILLE'S CITY COUNCIL MUST APPROVE AL	E CHANGE IN CONTRACT SUM,

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PROJECT: Von Braun Center Concert Hall Back-of-House Renovations

CMR NUMBER:

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\$ 0.00		10					10%	DFIT	OVERHEAD & PROFIT
\$	\$						5%	OFIT	OVERHEAD & PROFIT
\$ 0.00		69		,	\$	\$ 0.00		AL B	SUBTOTAL B
•	•	-					1.10%	DND	SUB BOND
	1				59		37.40%	DEN	LABOR BURDEN
	Section 10		-				0.00%	TAX	SALES TAX
	\$	69			59	\$ 0.00		NL A	SUBTOTAL A
						\$ 0.00			Builder's Risk
						\$ 0.00			General Liability
						\$ 0.00			Building Permi:
						\$ 0.00			Procore
								-	
					_			-	
								+	
								1	
TOTAL	SUBTOTAL	SUBTOTAL	DAYS COST	SUBTOTAL D/	HOURS RATE/HR SI	JBTOTAL	UNIT UNIT COST	QTY	DESCRIPTION
	SUBCONTRACT	MENT	EQUIPMENT		LABOR COST	OST	MATERIAL COST		

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

JECT:Von Braun Center Concert HallNER:City of Huntsville	Back of House Renovations	22 REV 1
	Dack-of-flouse Kenovations	
	A State of the second state of the	
CHITECT: Matheny Goldmon Architecture	+ Interiors, LLC	
TRACTOR: Turner Construction Company		
CRIPTION OF CHANGE (BY GENERAL CONTR.	ACTOR):	
itional scope associated with response to ASI 8	A CONTRACTOR OF A CONTRACTOR O	
OTAL COST (CONTRACTOR TO ATTACH DETAI	LED BREAKDOWN):	\$101,562.18
TIME EXTENSION IN CALENDAR DAYS (ATTAC	H JUSTIFICATION):	
THIS CHANGE AFFECTS THE CF	RITICAL PATH OF THE PROJE	ECT
UBMITTED BY:		
A. CONTRACTOR	Turner Construc	tion Company
B. ARCHITECT	Matheny Goldmon Archited	cture + Interiors, LLC
BOTTOM SECTION TO BE FILLED OUT H	BY CITY OF HUNTSVILLE R	EPRESENTATIVE
NITIATED BY: ARCHITECT JOUR		
WNER'S CLASSIFICATION:		
CONTRACT MODIFICATION DUE TO:		
VALUE ENGINEERING OR COST RE	EDUCTION	
CHANGES IN PROJECT SCOPE OF W	VORK	
OWNER REQUESTED UPGRADE		
UNFORESEEN CONDITIONS		
TECHNICAL COORDINATION		
HIS CHANGE IS SUBMITTED FOR REVIEW AN	D APPROVAL AND IS CLASS	SIFIED AS ONE OF
HE FOLLOWING TYPES:		
MINOR CHANGE OF A MONETARY		
CHANGES TO THE ORIGINAL CONT	FRACT NECESSITATED BY UNF	ORESEEABLE
CIRCUMSTANCES ARISING DURING	G THE COURSE OF THE WORK.	
EMERGENCIES ARISING DURING T	HE COURSE OF THE WORK.	
CHANGE FOR ALTERNATES PROVI	DED FOR IN THE ORIGINAL BID	DDING WHERE THERE IS NO
DIFFERENCE IN PRICE OF THE CHA	NGE FROM THE ORIGINAL BES	T BID ON THE ALTERNATE.
CHANGE NOT CONTEMPLATED WH	HEN THE PLANS AND SPECIFIC	ATIONS WERE PREPARED AND
THE PROJECT WAS BID AND WHICH		
OF THE CONTRACT PRICE.		
CHANGE NOT CONTEMPLATED WE	THE PLANS AND SPECIFIC	ATIONS WERE PREDARED AND
THE PROJECT WAS BID AND WHICH		
CONTRACT PRICE AND CONSTITUT		
HAVE REVIEWED, UNDERSTAND AND RECOM	IMEND THIS CHANGE WITH	1 NO EXCEPTIONS:
A. ARCHITECT	Atolik	
B. PROJECT MANAGER	Themas U.	inte
C. EXECUTIVE DIRECTOR (VBC)	Augora	2
HIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDE	R. THIS DOCUMENT IS AN ACKNOWL	DEMENT BY THESE DESIGNATED
RESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNT SCOPE, AND OR TIME STATED HEREIN. THE CITY OF HUNTSY	ISVILLE'S CITY COUNCIL TO APPROV	E THE CHANGE IN CONTRACT SUM,

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CMR NIMBER 22 REV 1

UNIT COST SUBTOTAL HOURS RATE/HR SUBTOTAL DAXS I	- \$ 90,256.86 - \$ 90,256.86 \$ 992.83 \$ 91,249.69 \$	ω			10%	OVERHEAD & PROFIT	UVE
NM COST SUBTOTAL HOURS RATE HR SUBTOTAL DAYS COST SUBTOTAL	- \$ 90,256.86 - \$ 90,256.86 \$ 992.83 \$ 91,249.69 \$	ω					OV/E
NNIT COST SUBTOTAL HOURS RATEHR SUBTOTAL DAYS COST SUBTOTAL	- \$ 90,256.86 \$ 992.83 \$ 992.83 \$	ω			5%	OVERHEAD & PROFIT	OVE
NNT COST SUBTOTAL HOURS RATEHR SUBTOTAL DAYS COST SUBTOTAL SUBTOTAL SUBTOTAL SUBTOTAL NUT TO 1	- \$ 90,256.86 \$ 992.83 \$					SUETOTAL B	
NNM COST SUBTOTAL HOURS RATE-HR SUBTOTAL SubtOTA	- \$ 90,256.86				1.10%	SUB BOND	
u_Nni COST SUBTOTAL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL Subtoal <td>69</td> <td>13 Y - 1</td> <td></td> <td></td> <td>37.40%</td> <td>LABOR BURDEN</td> <td></td>	69	13 Y - 1			37.40%	LABOR BURDEN	
uxnt $cost$ $subtotal$ $hours$ $ratter har subtotal bars cost subtotal subtotal$	φ				0.00%	SALES TAX	
UNNICONTSUBTOTALHOURSRATE/HRSUBTOTALDAYSCONTSUBTOTALSUBTOTALSUBTOTAL11 <td></td> <td></td> <td></td> <td></td> <td></td> <td>SUBTOTAL A</td> <td></td>						SUBTOTAL A	
UNNI COST SUBTOTAL HOURS RATE/HR SUBTOTAL DAXS COST SUBTOTAL SUBTOTAL I <							
UNNT COST SUBTOTAL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL							
UNIT COST SUBTOTAL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL SubtorA						NAT O TANDE	Dune
UNIT COST SUBTOTAL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL						Builder's Risk	Build
UNIT COST SUBTOTAL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL SUBTOTAL 1						General Liability	Genera
UNIT COST SUBTOTAL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL SUBTOTAL I						Building Permit	Buildi
						Procore	Pr
UNITCOSTSUBTOTALHOURSRATE/HRSUBTOTALDAYSCOSTSUBTOTALSUBTOTALSUBTOTAL11 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
UNITCOSTSUBTOTALHOURSRATE/HRSUBTOTALDAYSCOSTSUBTOTALSUBTOTAL1NNNNNNNNSSSS1NNNNNNNNNSSSSS1NNNNNNNNNNNSSSSSSSSSSSSSNNN </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
UNITCOSTSUBTOTALHOURSRATE/HRSUBTOTALDAYSCOSTSUBTOTALSUBTOTAL11							
UNITCOSTSUBTOTALHOURSRATE/HRSUBTOTALDAYSCOSTSUBTOTALSUBTOTAL111							
UNITCOSTSUBTOTALHOURSRATE/HRSUBTOTALDAYSCOSTSUBTOTALSUBTOTALSUBTOTAL1MMMMMMMMMMMMM1MMMMMMMMMMMMMM1MM							
UNITCOSTSUBTOTALHOURSRATE/HRSUBTOTALDAYSCOSTSUBTOTALSUBTOTALSUBTOTAL1MMMMMMMMMMMMM1MMMMMMMMMMMMMMM1MMM		\$				Final Clean	Fina
UNITCOSTSUBTOTALHOURSRATE/HRSUBTOTALDAYSCOSTSUBTOTALSUBTOTALSUBTOTAL11 <td></td> <td>\$</td> <td></td> <td></td> <td></td> <td>Turner Carpentry Lumo Sum</td> <td>Turner Carpe</td>		\$				Turner Carpentry Lumo Sum	Turner Carpe
UNITCOSTSUBTOTALHOURSRATE/HRSUBTOTALDAYSCOSTSUBTOTALSUBTOTALII <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
UNITCOSTSUBTOTALHOURSRATE/HRSUBTOTALDAYSCOSTSUBTOTALSUBTOTALSUBTOTAL11 <td></td> <td></td> <td></td> <td></td> <td></td> <td>Stewart Electric Lump Sum</td> <td>Stewart Elec:</td>						Stewart Electric Lump Sum	Stewart Elec:
UNITCOSTSUBTOTALHOURSRATE/HRSUBTOTALDAYSCOSTSUBTOTALSUBTOTAL11						Southeastern Lump Sum	Southeaster
UNIT COST SUBTOTAL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL SUBTOTAL SUBTOTAL Image: Im						Meredith Lump Sum	Meredith
UNIT COST SUBTOTAL HOURS RATE/HR SUBTOTAL DAYS COST SUBTOTAL SUBTOTAL						HC Blake Lump Sum	HC Blake
	SUBTOTAL SUBTOTAL	FOTAL		SUBTOT,AL	UNIT	DESCRIPTION QTY	DESCI
COST LABOR COST	IPMENT	COST	LABOR	COST	MATERIAL (
LABOR COST EQUIPMENT		COST	LABOR	TSOT	MATERIAL	MATERIAL COST	1 19

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

25. 20

DATE:	1/22/2025	CMR NUMBER:	23
PROJECT:	Von Braun Center Concert Ha	Il Back-of-House Renovations	
OWNER:	City of Huntsville	Burn Maleria Start	
ARCHITECT:	Matheny Goldmon Architectur	re + Interiors, LLC	ALSE ALTREES
CONTRACTOR:	Turner Construction Company		
DESCRIPTION OF	CHANGE (BY GENERAL CONT		
	sociated with response to RFI 40	the second s	Children Plan III Car
Store Date in the	States and States and		
1. TOTAL COST (C	CONTRACTOR TO ATTACH DET	AILED BREAKDOWN):	\$106,674.59
2. TIME EXTENSIO	ON IN CALENDAR DAYS (ATTA	ACH JUSTIFICATION):	
		CRITICAL PATH OF THE PROJ	ECT
3. SUBMITTED BY	′ :		
A	. CONTRACTOR	Turner Constru	ction Company
B	. ARCHITECT	Matheny Goldmon Archite	ecture + Interiors, LLC
BOTTON	A SECTION TO BE FILLED OUT	T BY CITY OF HUNTSVILLE	REPRESENTATIVE
4. INITIATED BY:	CONTRACTOR		
5. OWNER'S CLAS	SIFICATION:		
CONTR	ACT MODIFICATION DUE TO:		
	VALUE ENGINEERING OR COST	REDUCTION	
	CHANGES IN PROJECT SCOPE OF	F WORK	
	OWNER REQUESTED UPGRADE		
X	UNFORESEEN CONDITIONS		
	TECHNICAL COORDINATION		
	S SUBMITTED FOR REVIEW A	AND APPROVAL AND IS CLAS	SSIFIED AS ONE OF
THE FOLLOWIN			
		RY VALUE AND NOT REQUIRED F	
X	_CHANGES TO THE ORIGINAL CO	ONTRACT NECESSITATED BY UNI	FORESEEABLE
		ING THE COURSE OF THE WORK.	
	EMERGENCIES ARISING DURING		
		VIDED FOR IN THE ORIGINAL BI	
		HANGE FROM THE ORIGINAL BE	
	CHANGE NOT CONTEMPLATED	WHEN THE PLANS AND SPECIFIC	ATIONS WERE PREPARED ANI
	THE PROJECT WAS BID AND WH	ICH IS IN THE PUBLIC INTEREST	AND DOES NOT EXCEED 10%
	OF THE CONTRACT PRICE.		
	_CHANGE NOT CONTEMPLATED	WHEN THE PLANS AND SPECIFIC	ATIONS WERE PREPARED ANI
	THE PROJECT WAS BID AND WH	ICH IS IN THE PUBLIC INTEREST	AND EXCEEDS 10% OF THE
	CONTRACT PRICE AND CONSTIT	UTES EXTRAORDINARY CIRCUN	ASTANCES.
. I HAVE REVIEW	ED, UNDERSTAND AND RECO	OMMEND THIS CHANGE WIT	H NO EXCEPTIONS:
	ARCHITECT	1 PAD	
	PROJECT MANAGER	- Thing (Jinh
	EXECUTIVE DIRECTOR (VBC)	at a	6
() () () () () () () () () ()	EABOUTIVE DIRECTUR (VBC)		ALL

UPDATED 10/07/2015

CMR SUMMARY SHEET

3 100,074.39			0	10 0 V			1000		TOTAL AMOUNT FOR CMR
102							10%		OVERHEAD & PROFII
				In the second			100/		
\$ 4,762.55	\$ 95,250.94					The second	50%		OVERHEAD & PROFIT
\$ 6,055.55		-		-		\$ 6,055.55			SUBTOTAL B
\$ 95,250.94	\$ 1,036.36			1 1 1 1			1.10%		SUB BOND
	C			•			37.40%		LABOR BURDEN
							0.00%		SALES TAX
	\$ 94,214.58	69		\$		\$ 6,055.55			SUBTOTAL A
						\$ 163.96			Builder's Risk
				-		\$ 1,050.74			General Liability
						\$ 693.38			Building Permit
						\$ 49.92			Procore
	\$ 51,289.44								Added Hydroban under all Tile Floors
	\$ 3,128.00								RFI 69: SECM
	\$ 3,505.00								RFI 68: Straightline
	\$ 10,785.72								RFI 60: Meredeth
	\$ 11,950.65								RFI 58: Added Stonhard Flooring
	\$ 7,111.61								RFI 58: Meredeth Flooring Abatemen
						\$ 4,097.54			RFI 57: Vinyl Flooring with Molding
	\$ 3,340.87								RFI 54: SPO
	\$ 550.00								RFI 49: QCC
	\$ 2,553.29								RFI 41: HC Blake
TOTAL	SUBTOTAL	SUBTOTAL	DAYS COST	SUBTOTAL	HOURS RATE/HR	SUBTOTAL	UNIT UNIT COST	QTY	DESCRIPTION
	SUBCONTRACT		EQUIPMENT	OST	LABOR COST	OST	MATERIAL COST		
	23		CMR NUMBER:			enovations	ack-of-House R	cert Hall B	PROJECT: Von Braun Center Concert Hall Back-of-House Renovations

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UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:	2/18/2025	CMR NUMBER:	24 REV 1
PROJECT:		Hall Back-of-House Renovations	
OWNER:	City of Huntsville	and the second second second	a fill a literation
ARCHITECT:	Matheny Goldmon Archited	cture + Interiors, LLC	
CONTRACTOR:	Turner Construction Compa		ally and show
	CHANGE (BY GENERAL CO		
Additional scope as	ssociated with response to RFI	71-99	
		- Andrew Constant Las	
1. TOTAL COST (CONTRACTOR TO ATTACH D	DETAILED BREAKDOWN):	\$40,266.03
2. TIME EXTENS	ON IN CALENDAR DAYS (A	TTACH JUSTIFICATION):	
	THIS CHANGE AFFECTS TH	HE CRITICAL PATH OF THE PROJ	ECT
3. SUBMITTED BY			
A	A. CONTRACTOR	Turner Construct	ction Company
E	B. ARCHITECT	Matheny Goldmon Archite	cture + Interiors, LLC
BOTTO	M SECTION TO BE FILLED (OUT BY CITY OF HUNTSVILLE F	REPRESENTATIVE
4. INITIATED BY:	CONTRACTOR		
5. OWNER'S CLA	SSIFICATION:		
CONTI	RACT MODIFICATION DUE TO		
	VALUE ENGINEERING OR CO		
	CHANGES IN PROJECT SCOPE		
	OWNER REQUESTED UPGRAL	DE	
_ <u>×</u>	UNFORESEEN CONDITIONS TECHNICAL COORDINATION	T	
THE FOLLOWI		W AND APPROVAL AND IS CLAS	SIFIED AS ONE OF
		TARY VALUE AND NOT REQUIRED F	OR COMPETITIVE BIDDING
X		CONTRACT NECESSITATED BY UNF	
		OURING THE COURSE OF THE WORK.	
		ING THE COURSE OF THE WORK.	
	CHANGE FOR ALTERNATES P	PROVIDED FOR IN THE ORIGINAL BII	DDING WHERE THERE IS NO
	DIFFERENCE IN PRICE OF THI	E CHANGE FROM THE ORIGINAL BE	ST BID ON THE ALTERNATE.
	CHANGE NOT CONTEMPLATE	ED WHEN THE PLANS AND SPECIFIC.	ATIONS WERE PREPARED AN
	THE PROJECT WAS BID AND	WHICH IS IN THE PUBLIC INTEREST	AND DOES NOT EXCEED 10%
	OF THE CONTRACT PRICE.		
	CHANGE NOT CONTEMPLATE	ED WHEN THE PLANS AND SPECIFIC.	ATIONS WERE PREPARED AN
	THE PROJECT WAS BID AND	WHICH IS IN THE PUBLIC INTEREST	
	THE PROJECT WAS BID AND V CONTRACT PRICE AND CONS	STITUTES EXTRAORDINARY CIRCUM	ISTANCES.
 7. I HAVE REVIEN	THE PROJECT WAS BID AND V CONTRACT PRICE AND CONS		ISTANCES.
	THE PROJECT WAS BID AND V CONTRACT PRICE AND CONS	STITUTES EXTRAORDINARY CIRCUM	ISTANCES.
А	THE PROJECT WAS BID AND V CONTRACT PRICE AND CONS VED, UNDERSTAND AND RE	STITUTES EXTRAORDINARY CIRCUM	ISTANCES.

UPDATED 10/07/2015

CMR SUMMARY SHEET

PROJECT: Von Braun Center Concert Hall Back-of-House Renovations

CMR NUMBER: 24 REV 1

\$ 40,266.03								TOTAL AMOUNT FOR CMR
						0	10%	OVERHEAD & PROFIT
,-	\$ 36,307.63					¢`	5%	OVERHEAD & PROFIT
		•		\$ 1,209.12		\$ 739.08		SUBTOTAL B
\$ 36,307.63	\$ 395.04			ALC ST			1.10%	SUB BOND
	-			\$ 329.12		0	37.40%	LABOR BURDEN
							0.00%	SALES TAX
	\$ 35,912.59	69		\$ 880.00		\$ 739.08		SUBTOTAL A
						\$ 61.89		Builder's Risk
						\$ 396.62		General Liability
						\$ 261.73		Building Permi
						\$ 18.84		Procore
				\$ 880.00	16 55			2nd Floor Concession Counter
	\$ 16,405.49							RFI 96 and 97: SFO
	\$ 4,639.06							RFI 90: HC Blake
	\$ 10,912.00							RFI 87: Meredet'n
	\$ 3,956.04							RFI 73: HC Blake
TOTAL	SUBTOTAL	SUBTOTAL	DAYS COST	SUBTOTAL	HOURS RATE/HR	SUBTOTAL	QTY UNIT COST	DESCRIPTION
	SUBCONTRACT	EQUIPMENT	EQU	OST	LABOR COST	COST	MATERIAL COST	
						COLO 1 GUOID	IT HALL DANN-UT-HOUSE I	PRUJECT: Vull Diduli Celiler Cultert Hall Dava-or-frome freme international

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UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

		TCATION REQUEST	
DATE:	2/20/2025	CMR NUMBER:	25 REV 2
PROJECT:	Von Braun Center Concert Hall Ba	ack-of-House Renovations	
OWNER:	City of Huntsville		
ARCHITECT:	Matheny Goldmon Architecture +	Interiors, LLC	0 9 9 9 9 0 1
CONTRACTOR:	Turner Construction Company		
DESCRIPTION OF	CHANGE (BY GENERAL CONTRAC	CTOR):	
Additional scope ass	sociated with response to RFI 135 for	r Added Kitchen Roof Drains	
Downspouts to be	completed by owner's separate co	ntractor.	
1. TOTAL COST (C	CONTRACTOR TO ATTACH DETAIL	ED BREAKDOWN):	\$38,431.52
2. TIME EXTENSIO	ON IN CALENDAR DAYS (ATTACH	JUSTIFICATION):	
	THIS CHANGE AFFECTS THE CRIT		CT
3. SUBMITTED BY	:		
A.	CONTRACTOR	Turner Constructi	on Company
В.	ARCHITECT	Matheny Goldmon Architect	ure + Interiors, LLC
BOTTON	1 SECTION TO BE FILLED OUT BY	CITY OF HUNTSVILLE RE	PRESENTATIVE
4. INITIATED BY:	ARCHITECT		
5. OWNER'S CLAS	SIFICATION:		
CONTR	ACT MODIFICATION DUE TO:		
-	VALUE ENGINEERING OR COST RED	UCTION	
	CHANGES IN PROJECT SCOPE OF WO	PRK	
	OWNER REQUESTED UPGRADE		
X	UNFORESEEN CONDITIONS		
2.00	TECHNICAL COORDINATION		
5. THIS CHANGE I	- S SUBMITTED FOR REVIEW AND	APPROVAL AND IS CLASS	IFIED AS ONE OF
THE FOLLOWIN			
	_MINOR CHANGE OF A MONETARY V	ALUE AND NOT REQUIRED FO	R COMPETITIVE BIDDING.
X	CHANGES TO THE ORIGINAL CONTR.	ACT NECESSITATED BY UNFO	RESEEABLE
	CIRCUMSTANCES ARISING DURING	THE COURSE OF THE WORK.	
<u></u>	EMERGENCIES ARISING DURING THE	E COURSE OF THE WORK.	
	CHANGE FOR ALTERNATES PROVIDE	ED FOR IN THE ORIGINAL BIDI	DING WHERE THERE IS NO
	DIFFERENCE IN PRICE OF THE CHAN	GE FROM THE ORIGINAL BEST	BID ON THE ALTERNATE.
	CHANGE NOT CONTEMPLATED WHE	N THE PLANS AND SPECIFICA	FIONS WERE PREPARED AND
	THE PROJECT WAS BID AND WHICH	IS IN THE PUBLIC INTEREST AI	ND DOES NOT EXCEED 10%
	OF THE CONTRACT PRICE.		
	CHANGE NOT CONTEMPLATED WHE	N THE PLANS AND SPECIFICA	FIONS WERE PREPARED ANI
	THE PROJECT WAS BID AND WHICH I	IS IN THE PUBLIC INTEREST AI	ND EXCEEDS 10% OF THE
	CONTRACT PRICE AND CONSTITUTE	S EXTRAORDINARY CIRCUMS	TANCES.
. I HAVE REVIEW	ED, UNDERSTAND AND RECOMM	IEND THIS CHANGE WITH	NO EXCEPTIONS:
	ARCHITECT	Co-DVDV	
	PROJECT MANAGER	12 0	5.7
	EXECUTIVE DIRECTOR (VBC)	tipance	and the second s
С.	EALEO IIVE DIRECTOR (VDC)	marine	
REPRESENTATIVES THAT	M DOES NOT CONSTITUTE A CHANGE ORDER, T THEY RECOMMEND TO THE CITY OF HUNTSY TME STATED HEREIN. THE CITY OF HUNTSVIL	VILLE'S CITY COUNCIL TO APPROVE	THE CHANGE IN CONTRACT SUM,

UPDATED 10/07/2015

CMR SUMMARY SHEET

PROJECT: Von Braun Center Concert Hall Back-of-House Renovations

CMR NUMBER: 35 REV 2

\$ 38,431.52	1								TOTAL AMOUNT FOR CMR
				101 200			10%		OVERHEAD & PROFIT
,	\$ 35,862.44						5%		OVERHEAD & PROFIT
		•		\$		\$ 705.41			SUBTOTAL B
\$ 35,862.44	\$ 390.19	11				12 2 2	1.10%		SUB BOND
				•			37.40%	La	LABOR BURDEN
							0.00%		SALES TAX
	\$ 35,472.25	\$		- \$		\$ 705.41			SUBTOTAL A
				-					
						\$ 59.07			Builder's Risk
						\$ 378.55			General Liability
						\$ 249.80			Building Permit
						\$ 17.99			Procore
	\$ 35,472.25								HC Blake - Kitchen Rocf Drains
TOTAL	SUBTOTAL	SUBTOTAL	DAYS COST	SUBTOTAL	HOURS RATE/HR	SUBTOTAL	UNIT COST	QTY	DESCRIPTION
	SUBCONTRACT	EQUIPMENT	EQUIP	OST	LABOR COST	OST	MATERIAL COST		

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DA	ATE:	2/20/2025	CMR NUMBEI		26
	OJECT:		ert Hall Back-of-House Renova		20
	WNER:	City of Huntsville	ent man Daex-on-mouse Renova	10115	and the second
	RCHITECT:		itecture + Interiors, LLC	1.100	
	ONTRACTOR:				the second second
		Turner Construction Con CHANGE (BY GENERAL			
				1	
A	iunional scope ass	octated with response to d	eleting plumbing out of the Gin	kgo room.	
-					
-	TOTAL COST (C		H DETAILED BREAKDOWN):	-	\$12.016.10
					-\$12,016.10
	TIME EXTENSION		(ATTACH JUSTIFICATION):		
			S THE CRITICAL PATH OF THE	PROJECT	
5.	SUBMITTED BY	CONTRACTOR	T		
				onstruction Co	
-		ARCHITECT	Matheny Goldmon A		
_			D OUT BY CITY OF HUNTSVI	LLE REPRE	SENTATIVE***
	INITIATED BY:	OWNER			
5.	OWNER'S CLASS				
	CONTR	ACT MODIFICATION DUE			
	X	VALUE ENGINEERING OR			
	_	CHANGES IN PROJECT SCO			
		OWNER REQUESTED UPG	RADE		
		UNFORESEEN CONDITION	S		
		TECHNICAL COORDINATI	ON		
j.	THIS CHANGE IS THE FOLLOWIN	S SUBMITTED FOR REV	IEW AND APPROVAL AND IS	CLASSIFIEI	O AS ONE OF
		-	NETARY VALUE AND NOT REQUI		
			AL CONTRACT NECESSITATED B		EABLE
			G DURING THE COURSE OF THE W		
		-	URING THE COURSE OF THE WOR		
		-	ES PROVIDED FOR IN THE ORIGIN		
			THE CHANGE FROM THE ORIGINA		
			ATED WHEN THE PLANS AND SPE		
			D WHICH IS IN THE PUBLIC INTE	REST AND D	DES NOT EXCEED 10%
		OF THE CONTRACT PRICE			
			ATED WHEN THE PLANS AND SPE		
			ID WHICH IS IN THE PUBLIC INTE		
			INSTITUTES EXTRAORDINARY CI		
•	I HAVE REVIEW	ED, UNDERSTAND AND	RECOMMEND THIS CHARGE	WITH NO I	EXCEPTIONS:
	A.	ARCHITECT	ash	S	
	B.	PROJECT MANAGER	579	OCE)
	C.	EXECUTIVE DIRECTOR	(VBC)	Raat	
**	*THIS EXECUTED FOR	A DOES NOT CONSTITUTE & CUAT	NGE ORDER. THIS DOCUMENT IS AN ACK	NOWLEDGE	NT BY THESE DESIGNATION
RF	PRESENTATIVES THAT	THEY RECOMMEND TO THE CIT	Y OF HUNTSVILLE'S CITY COUNCIL MUST	APPROVE THE C	HANGE IN CONTRACT SUM.

UPDATED 10/07/2015

CMR SUMMARY SHEET

PROJECT: Von Braun Center Concert Hall Back-of-House Renovations

CMR NUMBER: 26

\$ (12,016.10)		P. I.I.I.I.I.I.I.I.I.I.I.I.I.I.I.I.I.I.I						R	TOTAL AMOUNT FOR CMR
							2.50%	H	OVERHEAD & PROFIT
(2	\$ (11,502.47)						2.50%	T	OVERHEAD & PROFIT
		•••		,		\$ (220.56)		B	SUBTOTAL B
(<u>1</u>	\$ (125.15)					The second	1.10%		SUB BOND
				•			37.40%	Z	LABOR BURDEN
							0.00%	X	SALES TAX
	\$ (11,377.32)	\$		-		\$ (220.56)		Ą	SUBTOTAL A
						\$ (13.47)			Builder's Risk
						\$ (118.36)			General Liability
						\$ (78.10)			Building Permit
						\$ (5.62)			Procore
				1					
	\$ (11,377.32)								HC Blake - Delete Plumbing Ginkgo
TOTAL	SUBTOTAL	SUBTOTAL	DAYS COST	SUBTOTAL	HOURS RATE/HR	SUBTOTAL	UNIT COST	QTY	DESCRIPTION
	SUBCONTRACT	MENT	EQUIPMENT	COST	LABOR COST	OST	MATERIAL COST		

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UPDATED 10/07/2015

CONTRAC

	CONTRACT MO	DDIFICATION REQUEST	
DATE:	3/18/2025	CMR NUMBER:	28 REV 1
PROJECT:	Von Braun Center Concert Hal	ll Back-of-House Renovations	
OWNER:	City of Huntsville		
ARCHITECT:	Matheny Goldmon Architectur	e + Interiors, LLC	at the second second
CONTRACTOR:	Turner Construction Company		La participation of the second
DESCRIPTION OF	CHANGE (BY GENERAL CONT	'RACTOR):	
Additional scope as:	sociated with response to change	s to the day tank and also adding	a vent for the commercial k
a de la la la la			
CHANNEL TO			
1. TOTAL COST (C	CONTRACTOR TO ATTACH DET.	AILED BREAKDOWN):	\$15,672.28
2. TIME EXTENSI	ON IN CALENDAR DAYS (ATTA	ACH JUSTIFICATION):	
		CRITICAL PATH OF THE PROJEC	CT
3. SUBMITTED BY	·:		
A	. CONTRACTOR	Turner Constructi	on Company
В	. ARCHITECT	Matheny Goldmon Architect	ure + Interiors, LLC
BOTTON	A SECTION TO BE FILLED OUT	F BY CITY OF HUNTSVILLE RE	CPRESENTATIVE
4. INITIATED BY:	CONTRACTOR		
5. OWNER'S CLAS	SIFICATION:		
CONTR	ACT MODIFICATION DUE TO:		
	VALUE ENGINEERING OR COST	REDUCTION	
	CHANGES IN PROJECT SCOPE OF	WORK	
	OWNER REQUESTED UPGRADE		
	UNFORESEEN CONDITIONS		
X	TECHNICAL COORDINATION		
		AND APPROVAL AND IS CLASS	IFIED AS ONE OF
THE FOLLOWIN			
X_		RY VALUE AND NOT REQUIRED FO	
		NTRACT NECESSITATED BY UNFO	RESEEABLE
		ING THE COURSE OF THE WORK.	
	EMERGENCIES ARISING DURING		
		VIDED FOR IN THE ORIGINAL BIDI	
		HANGE FROM THE ORIGINAL BEST	
		WHEN THE PLANS AND SPECIFICA	
		ICH IS IN THE PUBLIC INTEREST A	ND DOES NOT EXCEED 10%
	OF THE CONTRACT PRICE.		
	-	WHEN THE PLANS AND SPECIFICA	
		ICH IS IN THE PUBLIC INTEREST A	
	CONTRACT PRICE AND CONSTIT	TUTES EXTRAORDINARY CIRCUMS	
		MMEND THE CHANCE MUTLI	NO EVCEDTIONS.
7. I HAVE REVIEW	VED, UNDERSTAND AND RECO	MINIEND THIS CHANGE WITH	NO EACEP HONS:
	VED, UNDERSTAND AND RECO . ARCHITECT	WINEND THIS CHANDENTIN	NO EACEP HONS:
А		WINEND THIS CHANDENNTH	L.S

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PROJECT: Von Braun Center Concert Hall Back-of-House Renovations

CMR NUMBER: CMR 28 - REV 1

HC Blake - Added Vent for Kitchen TOTAL AMOUNT FOR CMR General Liability **Building Permit** DESCRIPTION Builder's Risk **OVERHEAD & PROFIT OVERHEAD & PROFIT** Procore LABOR BURDEN SUETOTAL B SUBTOTAL A SALES TAX SJB BOND QTY UNIT MATERIAL COST 37.40% COST UNIT 0.00% 1.10%10% 5% \$ S \$ \$ 60 \$ SUBTOTAL 287.66 287.66 154.37 101.87 24.09 7.33 HOURS RATE/HR LABOR COST \$ S \$ SUBTOTAL DAYS UNIT EQUIPMENT \$ 5 SUBTOTAL ì SUBCONTRACT \$ 5 S Ś SUBTOTAL 14,465.50 14,624.62 14,465.50 159.12 \$ 6 \$ \$ \$ TOTAL 15,672.28 14,624.62 731.23 287.66 28.77

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE:		4/17/2025	CMR NUMBER:	30
PROJECT	Г:	Von Braun Center C	oncert Hall Back-of-House Renovations	
OWNER:		City of Huntsville		247-4594 D (0.47 D)
ARCHITH	ECT:	Matheny Goldmon A	Architecture + Interiors, LLC	States with the second
CONTRA	CTOR:	Turner Construction		
		CHANGE (BY GENER		
Additiona	l scope ass	ociated with response	to contract true up.	
		WELLING THE MAN		
1. TOTA	L COST (C	ONTRACTOR TO ATT	ACH DETAILED BREAKDOWN):	\$2.00
			YS (ATTACH JUSTIFICATION):	ψ2.00
	DATENDI		CTS THE CRITICAL PATH OF THE PROJ	ECT
. SUBM	ITTED BY:			
		CONTRACTOR	Turner Constru-	ction Company
	В.	ARCHITECT	Matheny Goldmon Archite	
**	*BOTTOM	SECTION TO BE FU	LLED OUT BY CITY OF HUNTSVILLE I	
	TED BY:	ARCITITEC		
		SIFICATION:	-	
		ACT MODIFICATION	DUE TO:	
			OR COST REDUCTION	
		- CHANGES IN PROJECT		
	-	- OWNER REQUESTED I		
		UNFORESEEN CONDIT		
	X	TECHNICAL COORDIN		
6. THIS C	CHANGE IS	-	EVIEW AND APPROVAL AND IS CLAS	SSIFIED AS ONE OF
	OLLOWIN			
		MINOR CHANGE OF A	MONETARY VALUE AND NOT REQUIRED I	FOR COMPETITIVE BIDDING.
	×	7	GINAL CONTRACT NECESSITATED BY UNI	
		CIRCUMSTANCES ARI	SING DURING THE COURSE OF THE WORK.	
	-	EMERGENCIES ARISIN	IG DURING THE COURSE OF THE WORK.	
		CHANGE FOR ALTERN	ATES PROVIDED FOR IN THE ORIGINAL BI	DDING WHERE THERE IS NO
		DIFFERENCE IN PRICE	OF THE CHANGE FROM THE ORIGINAL BE	ST BID ON THE ALTERNATE.
		CHANGE NOT CONTEN	MPLATED WHEN THE PLANS AND SPECIFIC	ATIONS WERE PREPARED AND
		THE PROJECT WAS BI	O AND WHICH IS IN THE PUBLIC INTEREST	AND DOES NOT EXCEED 10%
		OF THE CONTRACT PR	JCE.	
		CHANGE NOT CONTEN	APLATED WHEN THE PLANS AND SPECIFIC	CATIONS WERE PREPARED AND
		THE PROJECT WAS BII	O AND WHICH IS IN THE PUBLIC INTEREST	AND EXCEEDS 10% OF THE
		CONTRACT PRICE AND	O CONSTITUTES EXTRAORDINARY CIRCUN	MSTANCES.
. I HAVE	E REVIEW	ED, UNDERSTAND A	ND RECOMMEND THIS CHANGE WIT	'H NO EXCEPTIONS:
		ARCHITECT	A ALL	-
		PROJECT MANAGER		2-2
		EXECUTIVE DIRECT	- part	
			- margar	Comp 1
REPRESENT	TATIVES THAT	THEY RECOMMEND TO TH	CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWL E CITY OF HUNTSVILLE'S CITY COUNCIL TO APPRO CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPRO	VE THE CHANGE IN CONTRACT SUM,

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\$ 2.00			1	1 2 1			ALL TANK	MIR	TOTAL AMOUNT FOR CMR
\$							10%	FIT	OVERHEAD & PROFIT
	\$ 2.00						5%	FIT	OVERHEAD & PROFIT
•		\$		\$		\$		LB	SUBTOTAL B
\$ 2.00	\$						1.10%	ND	SUB BOND
	1001			•			37.40%	EN	LABOR BURDEN
							0.00%	AX	SALES TAX
	\$ 2.00	\$		- 5		•		LA	SUBTOTAL A
									Builder's Risk
									General Liability
									Building Permit
									Procore
								1	Jo and 10000
	\$ 2.00						-		Contract True Up
TOTAL	SUBTOTAL	SUBTOTAL	DAYS COST	SUBTOTAL	HOURS RATE/HR	SUBTOTAL	UNIT COST	QTY	DESCRIPTION
	SUBCONTRACT		EQUIPMENT	OST	LABOR COST	OST	MATERIAL COST		
	30		CMR NUMBER:			enovations	Back-of-House R	Concert Hall I	PROJECT: Von Braun Center Concert Hall Back-of-House Renovations

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

PROJECT:	Von Braun Center Concert Ha	all Back-of-House Renovations	
OWNER:	City of Huntsville		
ARCHITECT:	Matheny Goldmon Architectu	re + Interiors, LLC	
CONTRACTOR:	Turner Construction Company	4	STATISTICE LE
DESCRIPTION OF	CHANGE (BY GENERAL CONT	FRACTOR):	
Additional scope	associated with response to ac	dditional fire protection scope	to support event.
1. TOTAL COST (CONTRACTOR TO ATTACH DET	AILED BREAKDOWN):	\$21,624.37
2. TIME EXTENSI	ON IN CALENDAR DAYS (ATT.	ACH JUSTIFICATION):	
		CRITICAL PATH OF THE PROJE	CT
3. SUBMITTED BY	<i>(</i> :		
А	. CONTRACTOR	Turner Construct	tion Company
В	ARCHITECT	Matheny Goldmon Architec	ture + Interiors, LLC
BOTTO	M SECTION TO BE FILLED OU	T BY CITY OF HUNTSVILLE R	EPRESENTATIVE
4. INITIATED BY:			
5. OWNER'S CLAS	SSIFICATION:		
CONTR	RACT MODIFICATION DUE TO:		
	VALUE ENGINEERING OR COST	REDUCTION	
	CHANGES IN PROJECT SCOPE OF	FWORK	
	OWNER REQUESTED UPGRADE		
<u>×</u>	UNFORESEEN CONDITIONS		
	TECHNICAL COORDINATION		
6. THIS CHANGE THE FOLLOWI		AND APPROVAL AND IS CLASS	SIFIED AS ONE OF
THE FOLLOWIN		RY VALUE AND NOT REQUIRED FO	R COMPETITIVE BIDDING
		ONTRACT NECESSITATED BY UNFO	
		ING THE COURSE OF THE WORK.	
	EMERGENCIES ARISING DURING		
	CHANGE FOR ALTERNATES PRO	VIDED FOR IN THE ORIGINAL BID	DING WHERE THERE IS NO
	DIFFERENCE IN PRICE OF THE C	HANGE FROM THE ORIGINAL BES	T BID ON THE ALTERNATE.
X	_ CHANGE NOT CONTEMPLATED	WHEN THE PLANS AND SPECIFICA	TIONS WERE PREPARED ANI
	THE PROJECT WAS BID AND WH	IICH IS IN THE PUBLIC INTEREST A	ND DOES NOT EXCEED 10%
	OF THE CONTRACT PRICE.		
	_	WHEN THE PLANS AND SPECIFICA	
		IICH IS IN THE PUBLIC INTEREST A	
		TUTES EXTRAORDINARY CIRCUMS	
1. I HAVE REVIEW	VED, UNDERSTAND AND RECO	DMMEND THIS CHANGE WITH	INO EXCEPTIONS:
А	. ARCHITECT	17 HOL	
	PROJECT MANAGER	-Tuil Oc	3
В		and the second se	the second s
	EXECUTIVE DIRECTOR (VBC)	Aunt	

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PROJECT: Von Braun Center Concert Hall Back-of-House Renovations

CMR NUMBER: 31

1 1 0/4 1									TOTAL AMOUNT FOR CMR
							10%		OVERHEAD & PROFIT
	\$ 19,059.37						5%		OVERHEAD & PROFIT
		\$		\$ 1,209.12		\$ 256.36			SUBTOTAL B
15	\$ 207.37	1		A CONTRACT			1.10%		SUB BOND
				\$ 329.12		-	37.40%		LABOR BURDEN
							0.00%		SALES TAX
	\$ 18,852.00	\$		\$ 880.00		\$ 256.36			SUBTOTAL A
						۹ ۲-2-0			Builder's Kisk
						\$ 213.00			General Liability
						\$ 10.12			Procore
									Setup & Teardown
				\$ 880.00	GC 91				Carpenter for Temp Wall Separation:
	\$ 18,852.00								Global Fire
TOTAL	SUB	SUBTOTAL	DAYS COST	SUBTOTAL D	HOURS RATE/HR.	SUBTOTAL	UNIT COST	QTY	DESCRIPTION
	BOBCOLLENGE		UNIT	ISU	LABUR CUSI	OST	MATERIAL COST		
	STIRCONTRACT	IDMENT	FOIL	TOCT	TADOD				