



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/4/2025

**File ID:** TMP-6308

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**Department:** General Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 1 between the City of Huntsville and Arco Murray for construction services for the Huntsville Ice Complex Expansion.

Resolution No.

**Finance Information:**

**Account Number:** 4021-14-00000-522022-000000000

**City Cost Amount:** \$129,961.24

**Total Cost:** \$44,783,062.24

**Special Circumstances:**

**Grant Funded:** NONE

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** 3185 Leeman Ferry Road

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

**Additional Comments:**

Change Order No. 1 to include installation of new city furnished electrical conduits and boxes, relocating the existing communication vault, adding additional communication vaults along the revised duct bank route; revision of building gas service to limit the amount of underground gas lines, and coordination. Addition of alternate plans for consideration into scope of work, removal of linear metal ceilings; time and cost associated with an unmarked 2" gas line and an unmarked PVC storm line; allowance reconciliation of two areas of undercut/backfill of unsuitable soils as directed by Amiri Engineering; furnish and install drainage, waterproofing, and water heater for revised ice pit drainage. This change order includes twelve (12) additional

calendar days for the arena and thirty-four (34) additional calendar days for curling.

# "EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

## CONTRACT CHANGE ORDER

CHANGE ORDER NO. 1

DATE: 11/17/2025  
TO: ARCO/Murray National Holdings Inc.  
(Contractor)

PROJECT: Huntsville Ice Sports Center Expansion

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

**FURNISH** the necessary labor, materials and equipment as described in CMR's 1 – 8. Detailed descriptions of the scopes, time and costs associated can be seen within each CMR.  
(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	\$129,961.24
ORIGINAL CONTRACT PRICE	\$44,653,101.00
Net total previous Change Orders	\$ 0
Previous revised Contract Price	<u>\$44,653,101.00</u>
This Change Order No. <u>1</u> ADD	\$129,961.24
<u>Revised Contract Price this date</u>	<u>\$44,783,062.24</u>

Extension of time resulting from this Change Order 12 additional calendar days for the Arena and 34 additional Calendar Days for Curling. (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of City of Huntsville.

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

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

### CONSENT OF SURETY (Bond 108290428)

Travelers Casualty and Surety Company of America  
(Company)

By DeAnna M. Maurer  
(Authorized Representative) DeAnna M. Maurer  
Attorney-in-Fact



### CONTRACTING PARTIES ARCO/Murray National Holdings Inc.

By [Signature]  
(Authorized Representative)

### RECOMMENDED

By [Signature]  
(Design Engineer or Architect)

By \_\_\_\_\_  
(COH Facilities Project Manager)

By \_\_\_\_\_  
(Director of General Services)

### CITY OF HUNTSVILLE, ALABAMA

By \_\_\_\_\_  
(Its Mayor)

By \_\_\_\_\_  
(President of City Council)

Date \_\_\_\_\_



**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 **DeAnna M Maurer** of **ST LOUIS**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and 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 C nnecticut

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**



  
Anna P. Nowik, Notary Public

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 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 certificate 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 **19th** day of **November**, **2025**.



  
Kevin 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.**



**RESOLUTION NO. 25-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with ARCO/Murray National Holdings, Inc., for Construction Services for the Huntsville Ice Sports Center Expansion, Huntsville, Alabama, approved and executed by the City of Huntsville, Huntsville, Alabama on the 26th day of June 2025, be and the same is hereby amended as is reflected on Change Order No. 1 attached hereto.

**BE IT FURTHER RESOLVED** that the total contract amount be hereby is amended from Forty-Four Million Six Hundred Fifty-Three Thousand One Hundred One Dollars and NO/100s (\$44,653,101.00), to Forty-Four Million Seven Hundred Eighty Three Thousand Sixty Two Dollars and 24/100s (\$44,783,062.24) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to including this Change Order No. 1 in the amount of One Hundred Twenty Nine Thousand Nine Hundred Sixty One Dollars and 24/100s (\$129,961.24), said Change Order is substantially in word and figures as attached hereto and identified as “Change Order No. 1 to the contract between the City of Huntsville and ARCO/Murray National Holdings, Inc., for Construction Services for the Huntsville Ice Sports Center Expansion consisting of nine (9) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 4th day of December, 2025.

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

**APPROVED** this the 4th day of December, 2025.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**"EXHIBIT A"**

UPDATED 10/07/2015

**CONTRACT MODIFICATION REQUEST**

DATE: 8/19/2025 CMR NUMBER: 1  
PROJECT: Huntsville Ice Sports Center Arena and Curling Expansion  
OWNER: City of Huntsville  
ARCHITECT: ArcSpace Studio  
CONTRACTOR: Arco Murray

**DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):**

This change order covers installing new City-furnished electrical conduits and boxes, relocating the existing communication vault, adding additional communication vaults along the revised duct-bank route, and performing all required survey layout, trenching, fittings, pull-string placement, backfill, spoil removal, site restoration, and coordination with Huntsville Utilities per JM Phillips drawing C107, revised 8/7/25 pulling of fiber lines is expressly excluded.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$29,304.07  
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0  
☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A

3. SUBMITTED BY:  
A. CONTRACTOR - Arco Murray  
B. ARCHITECT - ArcSpace Studio

RB  
D.B.I.

**\*\*\*BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE\*\*\***

4. INITIATED BY: OWNER

**5. OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:  
☐ VALUE ENGINEERING OR COST REDUCTION  
☐ CHANGES IN PROJECT SCOPE OF WORK  
☐ OWNER REQUESTED UPGRADE  
☐ UNFORESEEN CONDITIONS  
☒ TECHNICAL COORDINATION

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

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

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

A. CoH ESTIMATOR  
B. CoH PROJECT MANAGER  
C. DEPARTMENT HEAD (CUSTOMER)  
D. CoH FACILITIES PROJ MANAGER  
E. DEPARTMENT HEAD (GS)

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

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

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 9/4/2025 CMR NUMBER: 2  
PROJECT: Huntsville Ice Sports Center Arena and Curling Expansion  
OWNER: City of Huntsville  
ARCHITECT: ArcSpace Studio  
CONTRACTOR: Arco Murray  
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Revision of building gas service to limit amount of underground gas lines and coordination. Revised to three separate submeters (one for each building) and interior overhead distribution.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): -\$44,468.77  
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0  
☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A  
3. SUBMITTED BY:

A. CONTRACTOR - Arco Murray  
B. ARCHITECT - ArcSpace Studio

\*\*\*BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE\*\*\*

4. INITIATED BY: Contractor

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

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

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

☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.  
☒ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.  
☐ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.  
☐ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.  
☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.  
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7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

A. CoH ESTIMATOR  
B. CoH PROJECT MANAGER  
C. DEPARTMENT HEAD (CUSTOMER)  
D. CoH FACILITIES PROJ MANAGER  
E. DEPARTMENT HEAD (GS)

[Signature]  
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[Signature]  
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# "EXHIBIT A"

UPDATED 10/07/2015

## CONTRACT MODIFICATION REQUEST

DATE: 9/15/2025 CMR NUMBER: 3  
PROJECT: Huntsville Ice Sports Center Arena and Curling Expansion  
OWNER: City of Huntsville  
ARCHITECT: ArcSpace Studio  
CONTRACTOR: Arco Murray  
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Addition of Alternate Plans for Consideration into Scope of Work. Removal of all linear metal ceilings. Add ACT in C129. Add metal framed, gypsym board lightbox in A101. Omit all work associated with enhancing existing Vestible E100, Admin E101 and new office E102

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): -\$70,245.76  
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0  
☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A  
3. SUBMITTED BY:

- A. CONTRACTOR - Arco Murray  
B. ARCHITECT - ArcSpace Studio

[Signature]

### \*\*\*BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE\*\*\*

4. INITIATED BY: Architect  
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:  
☒ VALUE ENGINEERING OR COST REDUCTION  
☐ CHANGES IN PROJECT SCOPE OF WORK  
☐ OWNER REQUESTED UPGRADE  
☐ UNFORESEEN CONDITIONS  
☐ TECHNICAL COORDINATION

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

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

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

- A. CoH ESTIMATOR  
B. CoH PROJECT MANAGER  
C. DEPARTMENT HEAD (CUSTOMER)  
D. CoH FACILITIES PROJ MANAGER  
E. DEPARTMENT HEAD (GS)

[Signature]  
[Signature]  
[Signature]  
[Signature]

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# "EXHIBIT A"

UPDATED 10/07/2015

## CONTRACT MODIFICATION REQUEST

DATE: 9/10/2025 CMR NUMBER: 4  
PROJECT: Huntsville Ice Sports Center Arena and Curling Expansion  
OWNER: City of Huntsville  
ARCHITECT: ArcSpace Studio  
CONTRACTOR: Arco Murray

### DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

This change order covers the time and cost associated with an unmarked 2" gas line and an unmarked PVC storm line in the building footprint of the arena.

The gas line was encountered on 7/31. On 8/7, Bruce Rose with Mims asked if ARCO could safely test the line for pressure.

Given that the work held up progress on the building pad, we'd like to request a time extension for the week that Mims and others worked to determine whether the line was live, plus two days to mobilize and pressure test the line.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$7,007.79  
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 7 ✓  
☒ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A  
3. SUBMITTED BY:

A. CONTRACTOR - Arco Murray

B. ARCHITECT - ArcSpace Studio

### \*\*\*BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE\*\*\*

4. INITIATED BY: Contractor

### 5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

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

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

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

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

- A. CoH ESTIMATOR  
B. CoH PROJECT MANAGER  
C. DEPARTMENT HEAD (CUSTOMER)  
D. CoH FACILITIES PROJ MANAGER  
E. DEPARTMENT HEAD (GS)

[Signature]  
[Signature]  
[Signature]  
[Signature]

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# "EXHIBIT A"

UPDATED 10/07/2015

## CONTRACT MODIFICATION REQUEST

DATE: 9/16/2025 CMR NUMBER: 5  
PROJECT: Huntsville Ice Sports Center Arena and Curling Expansion  
OWNER: City of Huntsville  
ARCHITECT: ArcSpace Studio  
CONTRACTOR: Arco Murray  
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Allowance reconciliation of two areas of undercut/backfill of unsuitable soils as directed by Amir Engineering.

Locations/quantities outlined in attached surveys and reports from Amir Engineering.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$48,169.59  
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 5  
☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A  
3. SUBMITTED BY:

A. CONTRACTOR - Arco Murray

B. ARCHITECT - ArcSpace Studio

[Signature]

**\*\*\*BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE\*\*\***

4. INITIATED BY: \_\_\_\_\_

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

\_\_\_\_\_  
VALUE ENGINEERING OR COST REDUCTION

\_\_\_\_\_  
CHANGES IN PROJECT SCOPE OF WORK

\_\_\_\_\_  
OWNER REQUESTED UPGRADE

☒ UNFORESEEN CONDITIONS

\_\_\_\_\_  
TECHNICAL COORDINATION

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

\_\_\_\_\_  
MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.

☒ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.

\_\_\_\_\_  
EMERGENCIES ARISING DURING THE COURSE OF THE WORK.

\_\_\_\_\_  
CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.

\_\_\_\_\_  
CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.

\_\_\_\_\_  
CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

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

A. CoH ESTIMATOR

B. CoH PROJECT MANAGER

C. DEPARTMENT HEAD (CUSTOMER)

D. CoH FACILITIES PROJ MANAGER

E. DEPARTMENT HEAD (GS)

[Signature]  
[Signature]  
[Signature]  
[Signature]

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**"EXHIBIT A"**

UPDATED 10/07/2015

**CONTRACT MODIFICATION REQUEST**

DATE: 9/23/2025 CMR NUMBER: 6  
PROJECT: Huntsville Ice Sports Center Arena and Curling Expansion  
OWNER: City of Huntsville  
ARCHITECT: ArcSpace Studio  
CONTRACTOR: Arco Murray  
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Furnish and install drainage, waterproofing and water heater for revised ice pit drainage per 8/6/25 drawing revisions.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$69,792.97  
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0  
☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A  
3. SUBMITTED BY:

- A. CONTRACTOR - Arco Murray  
B. ARCHITECT - ArcSpace Studio

[Signature]

**\*\*\*BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE\*\*\***

4. INITIATED BY: OWNER  
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

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

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

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

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

- A. CoH ESTIMATOR  
B. CoH PROJECT MANAGER  
C. DEPARTMENT HEAD (CUSTOMER)  
D. CoH FACILITIES PROJ MANAGER  
E. DEPARTMENT HEAD (GS)

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\*\*\*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.\*\*\*