

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into Modification No. 1 to the Agreement by and between the City of Huntsville and Turner Construction Company for Construction Services for the New City Hall and Parking Deck, Huntsville, Alabama:

1. Article XIII, Section 13.1(B)(9)(b) of the Agreement is deleted in its entirety and replaced with the following:

For projects with contract value in excess of \$10,000,000 Umbrella or Excess Liability insurance is required in an amount of \$25,000,000 per occurrence and \$25,000,000 aggregate.”

Said agreement is substantially in words and figures similar to the certain document attached hereto and identified as “Modification No. 1 to the Fixed Price Agreement between the City of Huntsville and Turner Construction Company, consisting of two (2) 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 City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

**Modification No. 1 to the
Fixed Price Agreement Between
the City of Huntsville, Alabama and
Turner Construction Co.
as adopted and approved Pursuant to
Resolution No. 21-1256**

MODIFICATION NO. 1 FIXED PRICE AGREEMENT

This Modification No. 1 to the Fixed Price Agreement (this “Modification No. 1”) is made effective as of the 24th day of February, 2022 by and between the CITY OF HUNTSVILLE, ALABAMA, (the “City”) a municipal corporation within the State of Alabama (the “City”) and TURNER CONSTRUCTION CO. (“TURNER”).

WITNESSETH

WHEREAS the City and Turner entered into that certain fixed Price Agreement on December 16, 2021 (the “Agreement”), which set forth the respective rights and responsibilities of the parties for the construction of the new Huntsville City Hall (“City Hall”); and

WHEREAS, the parties mutually agree that the insurance requirements set forth in the Agreement do not represent the intent of the parties and the scope of the City Hall Project; and

WHEREAS, the City and Turner mutually desire to amend the Agreement as set forth herein in order to modify the insurance requirements.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties do hereby agree to the following:

1. Article XIII, Section 13.1(B)(9)(b) of the Agreement is deleted in its entirety and replaced with the following:

For projects with contract value in excess of \$10,000,000 Umbrella or Excess Liability insurance is required in an amount of \$25,000,000 per occurrence and \$25,000,000 aggregate.”

2. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement, on the date set forth above.

THE CITY OF HUNTSVILLE,
ALABAMA

Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

Kenneth Benion, City Clerk Treasurer
City of Huntsville, Alabama

TURNER CONSTRUCTION CO.

By: _____
Its: