

*City of Madison, Alabama*  
*Legal Department—Competitive Purchasing Division*  
**INVITATION TO BID**  
**#2024-008-ITB | Mill Road Ditch Improvements**  
*Issued May 22, 2024*

**AMENDMENT TO AGREEMENT**

This Amendment to the Agreement dated July 8, 2024 (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as the “City,” and **Miller & Miller, Inc.**, located at 2106 Miller Ferry Way, SW, Huntsville, Alabama 35801, hereinafter referred to as the “Contractor.”

**RECITALS:**

**WHEREAS**, by virtue of passage of Resolution Number 2024-189-R, the City Council of the City of Madison awarded the Bid for the Mill Road Ditch Improvements project (the “Project”) in the amount of **two million two hundred one thousand seven hundred sixty-one dollars (\$2,201,761.00)**; and

**WHEREAS**, on July 8, 2024, the parties entered into an Agreement for the Project (the “Agreement”) pursuant to such award; and

**WHEREAS**, Article I, Section A of said Agreement outlined the services to be provided by Contractor and specified that all services shall be done in accordance with the Invitation to Bid; and

**WHEREAS**, the Agreement allows for amendments and change orders to the original contract as stated in Article II, Section G; and

**WHEREAS**, the City Engineer has recommended certain modifications to the contract, which are described in the Change Order attached hereto as Attachment A; and

**WHEREAS**, the City Engineer, in requesting the Change Order, has provided a signed statement explaining the need and justification for the additional work attached hereto as Attachment B; and

**WHEREAS**, the contemplated addition to the Agreement was not foreseen when the plans and specifications were prepared and does exceed ten percent (10%) of the Contract price, but extraordinary circumstances as certified by the City Engineer provide justification for this change order; and

**WHEREAS**, the City Council has approved of this Amendment via Resolution No. 2024-413-R; and

**WHEREAS**, the City and Contractor mutually desire to amend the Agreement as described above, pursuant to Article II, Section G of the Agreement;

**NOW, THEREFORE**, in consideration of the foregoing premises and the parties' respective agreements, promises, representations, and warranties contained herein, City and Contractor agree as follows:

**A. Amendment to Agreement:**

1. Article II, Section A is hereby amended as follows:

A. **Contract Price.** The City will pay, and the Contractor will accept in full consideration for the performance of the Project, payment in accordance with the unit prices set forth in Contractor's accepted Bid, the total amount of compensation subject to additions and deductions as provided in this Agreement not to exceed two million five hundred forty-seven thousand four hundred seventy-two dollars and zero cents (\$2,547,472.00).

2. Change Order No. 2, is hereby incorporated into the Agreement as an Addendum, and the total contract time is hereby extended by 30 calendar days to a total of 300 calendar days.

**B. Remainder.**

Unless specifically amended in Section A., all other provisions, attachments, content, language, recitals, covenants, promises, guarantees, and commitments contained in, referenced in, or incorporated into the original Agreement remain valid and in full force and effect.

**C. Effective Date.**

The foregoing amendments shall be effective as of the date of final execution by the parties.

**IN WITNESS WHEREOF**, City and Contractor have caused this Amendment to the Agreement to be executed in their respective names by their duly authorized officers on the dates set forth below, the latter of which is hereby deemed to be the effective date of this Amendment.

**CITY OF MADISON, ALABAMA,  
a municipal corporation**

By: \_\_\_\_\_  
Paul Finley, Mayor

Attest: \_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

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

**STATE OF ALABAMA** §  
§  
**COUNTY OF MADISON** §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the **CITY OF MADISON, ALABAMA**, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
Notary Public

**MILLER & MILLER, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**STATE OF ALABAMA**           §  
  §  
**COUNTY OF MADISON**       §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of **Miller & Miller, Inc.**, is signed to the foregoing instrument, and who is/was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
Notary Public