

**Resolution 2025-R-59**

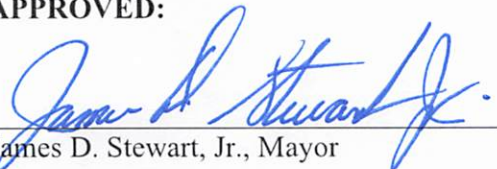
***A Resolution authorizing the execution of an amendment to an agreement with SARCOR, LLC for Construction, Engineering, and Inspection for the TAP Sidewalk Project***

**BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an amendment to an agreement for Construction, Engineering, and Inspection services in substantially the form attached here to as **Exhibit 1** with SARCOR, LLC for the TAP Sidewalk Project.

**ADOPTED & APPROVED:** This 1<sup>st</sup> day of April, 2025.

  
\_\_\_\_\_  
David Spivey, City Council President

**APPROVED:**

  
\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 1st day of April, 2025, as the same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**Exhibit 1**

**AMENDMENT TO AGREEMENT FOR  
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES –  
IRONDALE SIDEWALK  
PROJECT TAPBH-TA21(93 8)**

THIS AMENDMENT TO CONSTRUCTION ENGINEERING AND INSPECTION SERVICES - IRONDALE SIDEWALK PROJECT ( "Amendment") is made as of the date of the last party to execute this Agreement ("Effective Date"), between the City of Irondale, Alabama ("City") and SARCOR, LLC ("Consultant").

***RECITALS***

WHEREAS, City and Consultant entered into a Construction Engineering and Inspection Services - Irondale Sidewalk in 2023 ("Agreement") in order that Consultant may provide the City with construction engineering and inspection services (defined in the Agreement as the "Services") for Project No. TAPBH-TA1(938), which involves the construction of sidewalks in the City of Irondale ("Project"); and

WHEREAS, due to Project delays and additional construction work required to complete the Project, an adjustment in the total amount of payment to Consultant for the performance of the Services is necessary to compensate Consultant for Project Services completed; and

WHEREAS, City and Consultant desire to amend the Agreement to adjust the total amount of payment to Consultant as set forth in the Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Consultant agree as follows:

1. Amendment to Article III, Section 1 of the Agreement. Article III, Section 1.A.8 is hereby deleted in its entirety and replaced with the following:

8. Notwithstanding any other provision in this Agreement, the maximum amount payable to the CONSULTANT for its work or Services provided under this Agreement shall not exceed One Hundred Eighteen Thousand Three-Hundred and Sixty Dollars and 44/100 (\$118,360.44).

The remainder of Section 1.A. remains unchanged.

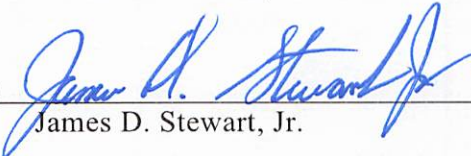
2. Remainder of Agreement Unaffected; Counterparts. The parties hereto acknowledge that, except as expressly modified hereby, the Lease remains unmodified and in full force and effect. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same amendment.

**(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)**

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates set forth below.

**CITY:**

**CITY OF IRONDALE, ALABAMA**

BY:   
James D. Stewart, Jr.

ITS: Mayor

DATE: 4/8/2025

**CONSULTANT:**

**SARCOR, LLC**

BY: \_\_\_\_\_

PRINTED NAME: Selena A. Rodgers

ITS: President/Managing Member

DATE: \_\_\_\_\_