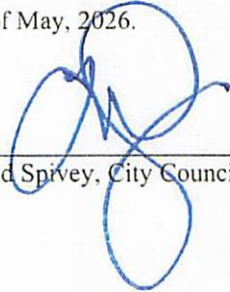


Resolution 2026-R-113

A Resolution authorizing the City of Irondale to execute an Amendment to an Agreement with Kemp Management Solutions, LLC for Construction Project Program Management Services

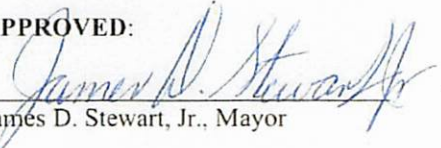
THEREFORE BE IT RESOLVED that Mayor James D. Stewart, Jr., or his designee, is authorized to execute an amendment to an agreement with Kemp Management Solutions, LLC (in substantially the form attached hereto as Exhibit A), as well as any other documents necessary to accomplish such agreement, for the provision of i) construction phase support and (ii) construction closeout support, as program management services for the following construction projects: the Irondale Civic Center and Fire Station #3. The agreement shall be in an amount not to exceed Eighteen Thousand and 00/100 Dollars (\$18,000.00) per month.

ADOPTED AND APPROVED: This 20th day of May, 2026.



David Sprvey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

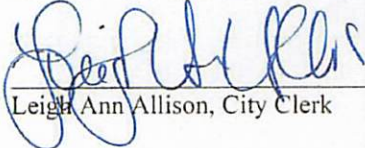
ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify 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 20th of May, 2026, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

FIRST AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

This First Amendment to Project Management Agreement (this "Amendment") is entered into by and between the City of Irondale, Alabama, an Alabama Municipal Corporation (or "Owner") and Kemp Management Solutions, LLC, an Alabama limited liability company ("KMS") (each, a "Party" and collectively, the "Parties") as of the date of execution by the last party below ("Amendment Effective Date").

RECITALS

WHEREAS, the Parties entered into that certain Project Management Agreement dated November 7, 2023 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement as reflected in the Amendment below.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. Scope of Services

Section 1 and Exhibit A of the Agreement are hereby deleted in its entirety and replaced with the following:

The project and scope of services are described in detail on Exhibit A attached hereto and incorporated herein.

2. Term; Termination

Section 2(b) of the Agreement is hereby amended to provide that the term of the Agreement shall be extended until March 31, 2027 unless earlier terminated in accordance with the Agreement, as amended hereby.

Section 2(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

Owner shall have the right to terminate this Agreement without cause at any time by providing KMS with not less than five (5) days prior written notice of such termination.

3. Project Management Fee and Allowed Expenses

Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

In consideration of the services to be provided by KMS and except as provided herein, Owner will pay KMS a total project management fee of \$18,000.00 per month for the term of the

Agreement to provide the services outlined in Exhibit A of the Agreement for the Owner's Fire Station #3 project and the Irondale Civic Center renovation project (collectively, the "Projects" or individually, a "Project"). Payment of the fee will be made on a monthly basis and payment terms are net thirty (30) days from Owner's receipt of an invoice.

KMS will only invoice Owner for months in which active project management services (as shown in Exhibit A) are being performed by KMS for the Projects. In the event that construction is completed for the Projects and both Projects have been closed out prior to March 31, 2027, the monthly amount due to KMS shall cease as of the last month in which project management services under Exhibit A were rendered to the Projects and no further fees shall be owed or charged under the terms of this Agreement.

Furthermore, no fees shall be charged to Owner under the terms of this Agreement for any period following the earlier of the date of: (i) written confirmation from Owner to KMS that KMS's services for that project are complete or (ii) termination of this Agreement as provided in either the Agreement or this Amendment.

KMS may submit for reimbursement reasonable project related costs as set forth in Exhibit A to the Agreement. KMS will not mark up any reimbursable cost.

4. Effect of Amendment

Except as expressly amended hereby, all terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control.

5. Counterparts; Electronic Signatures

This Amendment may be executed in counterparts, each of which shall be deemed an original. Signatures delivered electronically shall be deemed effective for all purposes.

6. Suspension and Debarment

KMS certifies that it is not suspended or debarred from receiving federal funds and there are no pending proceedings for suspension or debarment. Further, KMS represents that it is not named on any list of suspended or debarred entities as shown on any list maintained by the federal government (Debarment List) and has not been on any such list for the last three years. The verification may be accomplished by checking the System for Award Management (SAM) maintained by the U.S. General Services Administration (GSA) and available at www.sam.gov/portal/public/SAM or by collecting a certification from the entity.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date written below.

OWNER:

CITY OF IRONDALE, ALABAMA,
an Alabama municipal corporation

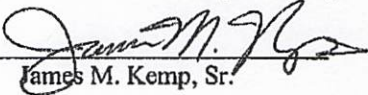
By: 
James D. Stewart, Jr.

Title: Mayor

Date: 6/8/2020

KMS:

Kemp Management Solutions, LLC,
an Alabama limited liability company

By: 
James M. Kemp, Sr.

Title: President & CEO

Date: 6/2/2020

Exhibit A

Scope of Services

Projects

Fire Station #3
Irondale Civic Center

Construction Phase Support

Coordinate and attend project related conference calls and site visits.
Facilitate bi-weekly project meetings and service as Client's representative.
Monitor and coordinate Client's staff with internal department space planning and move management as needed.
Maintain project documents including RFIs, Change Orders, Design Team Field Observations, and Punch List.
Monitor construction cost by reviewing all pay applications and proposed actual change orders in conjunction with design team review.
Coordinate construction updates as required with program level schedule.
Provide executive level reporting and project update presentations as needed.

Project Closeout Support

Monitor the closeout process to ensure all closeout documents are provided by the contractor after substantial completion of each project.
Coordinate and attend the one-year warranty walk-through to identify any items to be addressed by the contractor prior to warranty expiration.
Coordinate FF&E delivery, installation scheduling, and vendor access as required.
Assist with move management coordination for occupying departments.
Confirm resolution of outstanding punch list items and facilitate final retaining release.

As part of this extension, KMS will continue to provide all project teams with access to its project management system, Framework. All project details, documents and reporting will be managed within this platform.