

Resolution 2026-R-67

A Resolution authorizing the execution of a second amendment to an agreement with Gardner Architects, LLC for Architectural & Engineering Services

WHEREAS, on June 20, 2023, the Irondale City Council approved Resolution 2023-R-80 authorizing the execution of an agreement with Gardner Architects, LLC for architectural and engineering services related to the municipal complex project;

WHEREAS, on January 23, 2024 the City Council approved Resolution 2024-R-08 amending the agreement with Gardner Architects, LLC; and

WHEREAS, the City and Gardner Architects desire to amend the initial budget estimate for the project set forth in Section 1.1 of the agreement.

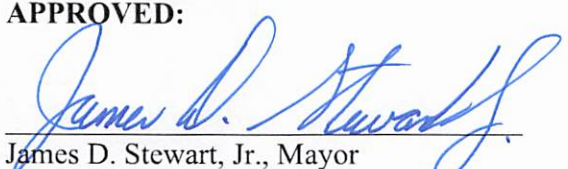
BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a second amendment to the agreement for architectural and engineering services with Gardner Architects, LLC (in substantially the form attached here to as **Exhibit A**) to amend the initial budget estimate for the project.

ADOPTED & APPROVED: This 3rd day of March, 2026.



David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

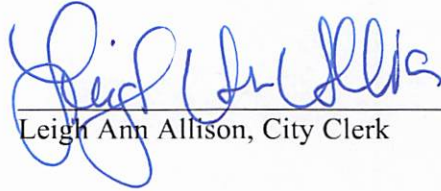
ATTESTED:



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 March 3, 2026, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

Exhibit A

**SECOND AMENDMENT TO STANDARD ABBREVIATED FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT**

THIS SECOND AMENDMENT TO STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT (the "Amendment") is entered into on the date of the last party to execute this Agreement by and between the City of Irondale, Alabama, an Alabama municipal corporation ("Owner") and Gardner Architects, LLC, an Alabama limited liability company ("Architect").

RECITALS

- A. Architect and Owner entered into that certain Standard Abbreviated Form of Agreement Between Owner and Architect effective on July 18, 2023 (the "Agreement").
- B. Architect and owner entered into an Amendment to Standard Abbreviated Form of Agreement Between Owner and Architect in January 2024.
- C. Architect and Owner desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the Agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Architect and Owner agree as follows:

- 1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. **Defined Terms**. All capitalized terms used herein and not expressly defined herein shall have the meaning given to them in the Agreement.
- 3. **Revised Budget**. Architect and Owner agree that the initial budget estimate in Section 1.1 of the Agreement is hereby revised to be \$18,000,000.00.
- 4. **Termination of Agreement**. Architect and Owner agree that the Agreement is hereby terminated.
- 5. **Final Payment**. Architect and Owner agree that Architect shall receive a final payment from Owner as provided in the Agreement in the amount of ~~\$98,451.00~~ ^{\$98,471.38 DEB} representing the remaining unpaid balance for all compensation to Architect under the Agreement.
- 6. **Release and Indemnity**. In consideration of the final payment to be made by Owner to Architect and other good and valuable consideration, Architect releases and forever discharges Owner and its representatives from all debts, liens, actions, causes of actions, suits, covenants, contracts and any and all claims and liabilities whatsoever in law and in equity arising under or related to the Agreement or the Project. Architect represents that all bills for material used, equipment rentals, labor performed, services provided, and any other items furnished under the Agreement and for the Project have been paid and satisfied.

Architect further agrees to indemnify and hold harmless Owner from any and all liens, financial obligations or claims, including costs and reasonable attorney's fees, related to Architect's work under the Agreement or the Project.

7. **Controlling Agreement.** To the extent any provisions contained herein conflict with the Agreement, Amendment or any other Agreements between Architect and Owner, oral or otherwise, the provisions contained herein shall supersede such conflicting provisions contained in the Agreement, Amendment, or other Agreements.

8. **Counterparts; Facsimiles.** This Amendment may be executed in counterparts. Each executed counterpart of this Amendment will constitute an original document, and all executed counterparts, together, will constitute the same Amendment. Any counterpart evidencing signature by one party that is delivered by telecopy or email by such party to the other party hereto shall be binding and effective on the sending party when sent, without need for delivery of original signatures.

IN WITNESS WHEREOF, the parties have executed this Amendment effective the day and year first set forth above.

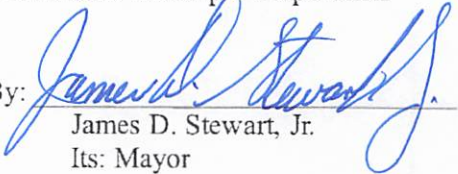
Executed by Owner on

March __, 2026

OWNER:

THE CITY OF IRONDALE, ALABAMA,
an Alabama municipal corporation

By:


James D. Stewart, Jr.
Its: Mayor

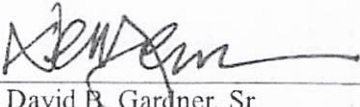
Executed by Architect on

March __, 2026

ARCHITECT:

GARDNER ARCHITECTS, LLC,
an Alabama limited liability company

By:


David B. Gardner, Sr.
Its: Principal in Charge