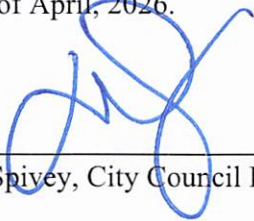


Resolution 2026-R-96

***Resolution Authorizing the execution of an Agreement
with Singer MS, LLC d/b/a Singer H&R***

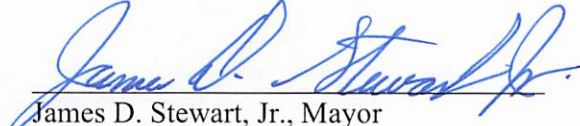
BE IT RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an agreement with Singer MS, LLC d/b/a Singer H&R in the amount of Ten Thousand One Hundred Fifty-Five and No/100 Dollars (\$10,155.00) for the design of the kitchen at the Irondale Civic Center. Such agreement shall be in substantially the form attached hereto as Exhibit A.

ADOPTED & APPROVED: This 21st day of April, 2026.



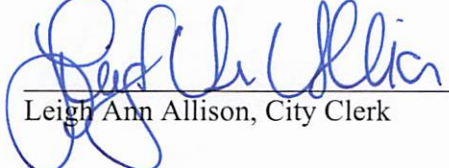
David Spivey, City Council President

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 the 21st day of April, 2026, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

EXHIBIT A

DESIGN/CONSULTING AGREEMENT

This Agreement is made and entered into as of the last date of execution below, by and between **City of Irondale, Alabama**, (the "Client") and **Singer MS, LLC DBA Singer H&R**, (hereinafter called "FOOD SERVICE DESIGN CONSULTANT" or "FSDC").

WITNESSETH

WHEREAS, Singer H&R is a food service design consulting firm specializing in kitchen design, including the provision of a basic floorplan, details, and utility requirements customized to the CLIENT's needs; and

WHEREAS, the CLIENT desires Singer H&R to design a kitchen in the facility known as the Irondale Civic Center and perform the design work more particularly described below in the "Scope of Work", hereinafter called "PROJECT":

A. SERVICES TO BE PERFORMED BY SINGER H&R. The "Scope of Work" shall be comprised of FSDC performing the Services (as set forth herein) to design a kitchen to fit in an existing, renovated space within the Irondale Civic Center. The kitchen will include dry storage, refrigerated storage (existing walk-in), prep area (existing 2- two door refrigerators & 1- one door freezer), cook line to include two hoods with fans, ware washing (existing soil table, clean table & dish shelves). FSDC will provide an equipment layout, a master equipment schedule, plumbing and electrical rough-ins, and a special conditions plan. Additionally, an itemized product data book will be provided, including specification sheets for the equipment. PDF and RVT (Revit) files will be provided. FSDC shall provide the professional services specifically described in Phases I, II, and III below, which shall collectively be referred to herein as the "Services."

PHASE I – DESIGN DEVELOPMENT

The following describes the obligations of FSDC in the Design Development stages and the timelines therefor:

- 1.1 FSDC to meet with the Client and/or Client's representative to review the Scope of Work and establish the design schedule - ONGOING.
- 1.2 FSDC to submit, for approval, schematic design plans for review and comment of CLIENT - ALLOW 2 WEEKS/ONGOING + UNKNOWN RESPONSE TIME FROM CLIENT.
- 1.3 FSDC to re-submit modified schematic design plans, if required, to CLIENT in order to obtain final design approval - ALLOW 1 WEEK + UNKNOWN RESPONSE TIME FROM CLIENT. (Note: Subsequent revisions may add more time.)

PHASE II – ENGINEERING INFORMATION

The following describes the obligations of FSBD regarding the provision of kitchen design engineering information in the Design Development stages and the timelines therefor:

- 2.1 FSBD to provide final equipment plan with equipment schedule - ALLOW 2 WEEKS.
- 2.2 FSBD to provide electronic and hard copies, as needed by CLIENT, of Engineering Information Manual. Manual will contain manufacturer's "specification sheets" and "cover sheets" with technical information and any special notes. Hard copies available, if so desired by CLIENT- ALLOW 1 WEEK (CONCURRENT WITH 2.1.)

PHASE III – CONSTRUCTION INFORMATION and BUDGET

The following describes the obligations of FSBD regarding the provision of construction information and budget information in the Design Development stages and the timelines therefor:

- 3.1 FSBD to provide rough-in plans and critical information plans -- ALLOW 2 WEEKS.
- 3.2 FSBD to provide a budget estimate of the cost of the equipment and installation - ALLOW 1 WEEK (CONCURRENT WITH 3.1.)

Singer H&R will make every effort to improve task times, depending on Project complexity, workload, and if multiple revisions persist throughout the performance of the Services by FSBD.

B. PAYMENT. In consideration for FSBD's satisfactory performance of the Services (as determined solely by the Client), the Client agrees to pay Singer H&R a total amount of Ten Thousand One Hundred Fifty-Five and 00/100 Dollars (\$10,155.00) for the Services outlined above according to the terms of this section.

The payment of this amount shall be made in three equal payments following completion of each project phase and within fifteen (15) days following receipt of an invoice therefor, with adequate supporting documentation.

C. TERMINATION. The Client shall have the right to terminate this agreement with or without cause provided that at least five (5) days' written notice is provided to Singer H&R. FSBD shall be compensated, on a prorated basis, for all satisfactory and authorized Services completed prior to the effective date of termination. Client will not be liable for payment of Services performed by FSBD or FSBD's representatives after the effective date of termination.

D. INDEMNIFICATION. Singer H&R hereby agrees to indemnify and hold Client and its employees, agents and representatives harmless, from and against any and all claims, demands, suits and damages for bodily injury and property damage that may arise out of or result from the negligent acts or omissions of Singer H&R in the performance of the

Services under this Agreement; provided, however, that Singer H&R does not assume any risk of damages and shall not be liable for any damages to Client not caused by the negligent acts or omissions of Singer H&R in performing the Services. The provisions of this Section shall survive the termination or expiration of this Agreement.

E. INSURANCE. Throughout the term of this Agreement, Singer H&R shall maintain the following insurance at its cost and expense:

Worker's Compensation Insurance; Employer's Liability: Worker's compensation and employer's liability insurance as required by Alabama law. Employer's liability insurance limits shall be at least (i) Each Accident - \$1,000,000; (ii) Disease – each employee \$1,000,000; and (iii) Disease – policy limit \$1,000,000.

Automobile and Vehicle Liability Insurance: Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned or hire vehicles, with \$1,000,000 combined single limits each occurrence.

Comprehensive General Liability Insurance: Comprehensive liability insurance covering claims arising out of Singer H&R's operations and performance of the Services, including coverage for contractual obligations assumed hereunder, with a combined single limit of \$1,000,000 per occurrence and a general annual aggregate limit of \$2,000,000. All such insurance shall be on an occurrence basis.

Any combination of primary and umbrella/excess coverage is acceptable as long as it satisfies the combined minimum coverage limits of each line. Nothing contained in these insurance requirements is to be construed as limiting Singer H&R's responsibility for any and all damages resulting from operation under this Agreement. Each of the insurance coverages required herein shall be issued by an insurer licenses by the Insurance Commissioner to transact the business of insurance in the state of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insured or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class VII or larger.

Client shall be an additional insured on the policies required herein. Singer H&R shall, within seven (7) days of execution of this Agreement, furnish to the Client certificates of all of the insurance required herein. Upon renewal thereof, Singer H&R shall provide Client with certificates of renewal no later than thirty (30) days prior to the expiration of any such policy. Such insurance certificates held by Singer H&R shall provide that the Client is an additional insured as required by written contract and that no cancellation or non-renewal of such policies can take effect without at least thirty (30) days prior written notice by mail to the Client.

F. PERMITS/LICENSES. Before commencing the Services, Singer H&R, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to perform the Services, including but not limited to, a business license in the City of Irondale

(collectively, "Licensing"). Singer H&R further agrees to maintain that Licensing throughout the performance of its Services.

G. COMMENCEMENT; GENERAL WARRANTIES. Upon receipt of a fully executed copy of the Agreement, Singer H&R shall commence work on Phase I within ten (10) days of receipt. Any design changes that take place after the completion of PHASE III shall constitute a new contract. This Agreement constitutes the sole and entire agreement between the CLIENT and Singer H&R and shall not be amended unless signed by both parties.

Singer H&R warrants that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. Singer H&R represents and warrants that it is not debarred, suspended or otherwise excluded from participation in federal programs or from receiving compensation with federal funds.

H. GOVERNING LAW; COMPLIANCE WITH THE LAW; ASSIGNMENT. This Agreement is made pursuant to the laws of the State of Alabama and shall be so construed. It is agreed by and between the parties that in the event legal action is brought by either party against the other, or any matter arising out of this Agreement, such action shall be commenced in a state court of competent jurisdiction in Jefferson County, Alabama, Birmingham Division.

Singer H&R shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances in the delivery of the Services.

Singer H&R may not assign this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Client.

I. IMMIGRATION COMPLIANCE. By signing this Agreement, Singer H&R affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed to be in breach of the Agreement and shall be responsible for all resulting damages.

J. DEBARMENT & SUSPENSION. Singer H&R certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Alabama. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Singer H&R.

K. DEBARMENT & SUSPENSION OF SUBCONTRACTORS. Singer H&R certifies that it has verified the state and federal suspension and debarment status for any and all subcontractors receiving funds under this Agreement and shall be solely responsible

for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. Singer H&R shall immediately notify the CLIENT if any subcontractor becomes debarred or suspended, and shall at the CLIENT's request, take all steps required by the CLIENT to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

L. NOTICE. All communications between the Parties with respect to any of the provisions of this Agreement shall be in writing. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses by email or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to the Parties at the following addresses:

Singer H&R

ATTN: _George Tobia
2428 6th Avenue South
Birmingham, Alabama 35233
Email: gtobia@singerequipment.com

With a copy to:
Zack Redes
Email: zredes@singerequipment.com

City of Irondale, Alabama

Attn: Mayor James D. Stewart, Jr.
101 20th Street South
Irondale, Alabama 35210

With a copy to:
April B. Danielson, City Attorney
Hand Arendall Harrison Sale, LLC
1801 5th Avenue North, Suite 400
Birmingham, Alabama 35203
Email: adanielson@handfirm.com

M. Entire Agreement. This Agreement, together with other documents that may be executed pursuant to this Agreement and incorporated herein, constitute the entire agreement between the Parties and shall supersede and replace any and all prior agreements, communications (oral and written) and understandings between the Parties with respect to the subject matter hereof.

In witness whereof, Client and Singer H&R have caused this Agreement to be executed in their respective corporate names by their authorized representatives as of the dates set forth below.

CLIENT:

City of Irondale, Alabama



By: James D. Stewart, Jr.

Title: Mayor

Date: 4/21/2024

SINGER H&R:

Singer MS, LLC DBA Singer H&R

By: _____

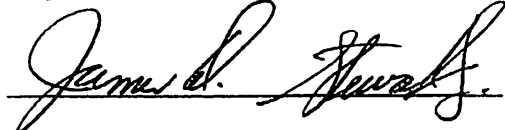
Title: _____

Date: _____

In witness whereof, Client and Singer H&R have caused this Agreement to be executed in their respective corporate names by their authorized representatives as of the dates set forth below.

CLIENT:

City of Irondale, Alabama



By: James D. Stewart, Jr.

Title: Mayor

Date: 4/21/2024

SINGER H&R:

Singer MS, LLC DBA Singer H&R

By: GEORGE N. TOBIA

Title: VP CONTRACT SALES

Date: 9/30/26