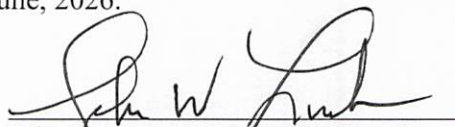


Resolution 2026-R-128


A Resolution authorizing an agreement with Basesix Systems LLC for the purchase and installation of a Relay for Maglock at the Irondale Public Library

THEREFORE 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 Basesix Systems LLC in an amount not to exceed Five Hundred Twenty-Eight and 00/100 Dollars (\$528.00) for the purchase and installation of a relay for maglock at the Irondale Public Library.

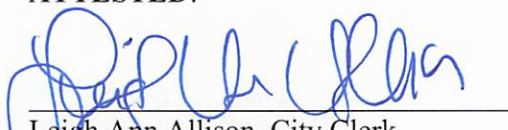
ADOPTED AND APPROVED: This 2nd day of June, 2026.


John London, City Council Pro Tem

APPROVED:

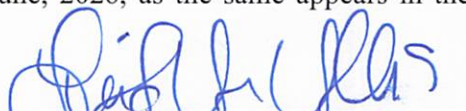

James D. Stewart, Jr., Mayor

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 2nd day of June, 2026, as the same appears in the minutes of record of said meeting.


Leigh Ann Allison, City Clerk



5/1/26

Irondale Public Library

Quote: Install of Relay for Maglock

Parts:

- \$183 - (1) FRM-1 (Relay Module - \$183 / each)

Labor:

- \$270 - (2) hours (@ \$135 / hour)

Materials:

- \$75

Total: \$528

**This quote assumes that Basesix will be allowed to test the installed relay during the first visit. If another visit is required for testing, there will be another \$270 labor charge for a total of \$798.*

***If the return trip for testing needs to occur after hours, the rate then becomes 1.5x normal (\$202.50 / hour) - meaning there would be an additional \$405 charge for a total of \$933.*

Thank you,

Elizabeth Byrd
Service Assistant
Ebyrd@basesix.com
205-789-4862

Alabama Board of General Contractors
License No: S-53653 Alabama Security
License No: 1940

285-D Cahaba Valley Parkway North
Pelham, AL 35124



Terms & Conditions (2018)

1. Prices And Payment - The total price for the Equipment and Services shall be stated in the applicable Order. Expedited Orders may involve additional charges. Unless otherwise stated in the applicable Order, Customer's payment for cash or leased transactions is invoiced and due as follows: (a) Maintenance Service - monthly in advance, (b) Equipment Only Orders - 20% of the Total Equipment Price with Order, remainder at Equipment delivery, (c) Equipment and Installation Services - 10% of the total with the execution of the order, progress payments throughout the implementation of the order, 10% retainage held until completion of the order. Maintenance and Monitoring services are invoiced and payable in advance (unless stated otherwise in the Order) beginning at Implementation at Customer's individual site locations. Other Data Services shall be invoiced and payable upon Implementation per Customer's individual site locations. Other Data Services shall be invoiced and payable upon Implementation per Customer's individual site locations. Customer shall pay the amounts agreed to and invoiced by Basesix, LLC. Within (30) days of receipt of invoice. The amounts listed in the Order are exclusive of, and Customer shall pay, all related delivery costs. If shipping charges are shown on an Order, they are an estimate only and shipping charges invoiced may vary from the estimate shown on Order. In the event of a dispute between Customer and Basesix, LLC. As to the correctness of items appearing on Basesix's invoice, Customer may payment of the disputed items only.

2. Taxes - All charges are exclusive of applicable federal, state or local taxes and fees. Basesix, LLC. may invoice and Customer agrees to pay to Basesix, LLC. amounts equal to any taxes resulting from this Agreement or any activities hereunder, exclusive of taxes on Basesix, LLC.'s net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on Equipment on or after delivery to the installation site.

3. Risk of Loss or Damage - All risk of loss or damage shall pass to Customer as to each item of Equipment on the date of delivery.

4. Changes in Customer Orders - Changes to an Order may only be made following agreement of Customer and Basesix, LLC. to the change. If Customer and Basesix, LLC. agree to minor changes in the Equipment or Services prior to Implementation, then Customer shall be charged or credited for the changed items. Appropriate documentation may be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an Order or to return Equipment is subject to Basesix, LLC.'s ability to return the Equipment to the manufacturer. Reasonable restocking, shipping and handling charges may be assessed with respect to any items deleted or returned.

5. Limited Warranties - Basesix, LLC. warrants that at Implementation, and for the duration of the warranty period referred to below, each item of Equipment, will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in Section 6 and is used according to standard operating instructions issued by the manufacturer or Basesix, LLC.. Unless otherwise stated in the Order, the warranty period for Equipment installed by Basesix, LLC. is twelve (12) months from Implementation. In addition, (a) the warranty period for Equipment moves, additions and changes shall be the greater of ninety (90) days or the remainder of the current annual service period of the system to which the Equipment is being added; (b) if Equipment is purchased without Basesix, LLC. installation ("Drop Ship"). Basesix, LLC. will provide Depot Warranty Service for a period of ninety (90) days from the shipment date unless otherwise stated in the Order; and (c) CERTAIN MISCELLANEOUS EQUIPMENT IS SOLD "AS IS" AND WILL CARRY NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER FROM BASESIX, LLC.. Any warranty service for "As Is" Equipment will be provided directly by the manufacturer of such Equipment. Such Equipment shall be clearly indicated on the applicable Order as Manufacturer's Direct Warranty Service ("MDWS"). The warranty period will not be enlarged by Basesix, LLC.'s repair or replacement thereof.

6. Warranty and Maintenance Service Exclusions - Basesix, LLC. shall respond to any service call requested by Customer; however, Customer acknowledges that Warranty and Maintenance Services do not cover damages to or failure of the Equipment or increases in service time resulting from causes other than defects in or the normal wear and tear of the Equipment including, but not limited to, misuse or negligent operation of the Equipment, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of God, war, terrorism, virus, failure of Customer to maintain a proper operating environment, or repair, relocation, damage or alteration of the Equipment by anyone other than Basesix, LLC. or its designated agents. Warranty and Maintenance Services do not cover any Customer provided cable or equipment unless stated on the Order. Any site visits or repairs necessitated by any of these except causes made by Basesix, LLC. shall be at the sole expense of Customer, and Customer agrees to bear the cost of all labor and materials at Basesix Systems then current rates.

7. Default by Customer - Upon any default by Customer under this Agreement, including the refusal to accept conforming Equipment or Services, Basesix, LLC. may exercise all remedies to which Basesix, LLC. may be entitled at law or in equity, including specific performance. Additionally, Basesix, LLC. may declare all sums due or to become due hereunder immediately due and payable, and Basesix, LLC. shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Basesix, LLC. shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Basesix, LLC. may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Basesix, LLC. elects to continue performing under any Order, Basesix, LLC.'s actions shall not constitute a waiver of any default by Customer.

8. Contingencies - Basesix, LLC. shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Basesix, LLC. or of its subcontractors or suppliers. Such contingencies include, without limitation, war, disobedience, delay in transportation, failure by suppliers to deliver Equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

9. Reasonable Access - Accuracy - Customer will designate in writing to Basesix, LLC. a Customer Project Manager responsible for all communications between Basesix, LLC. and Customer in connection with the Services. To ensure the timely and accurate provision of Services, Customer will be required from time to time to provide access to Customer locations, information and staff resources during Basesix, LLC.'s regular business hours. If pre-scheduling is required to be on-site to perform Services, Customer will inform the Basesix, LLC. Project Manager prior to the scheduled performance date. Scheduled Service that is unable to be performed due to Customer's constraints will result in additional charges if a delay or re-dispatch of Basesix, LLC. personnel is

285-D Cahaba Valley Parkway North
Pelham, AL 35124



required. Should such access to locations, Customer personnel and information not be provided, Customer is responsible for any resulting Service delays or added costs. The accuracy of information regarding the various internal requirements of the Service is solely Customer's responsibility.

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. This Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. Acceptance of any Order by Basesix, LLC. is subject to Basesix, LLC. credit and other approvals. This Agreement is not binding upon Basesix, LLC. until executed by an authorized employee, partner, or agent of Customer and Basesix, LLC.. The undersigned warrant and represent that they have the authority to bind Customer and Basesix, LLC. to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties.

285-D Cahaba Valley Parkway North
Pelham, AL 35124



Acceptance

This proposal is valid for 30 days.

Customer Approval by Authorized Representative:

Date: 6/8/2026
Customer Signature: *James D. Stewart Jr.*
Customer Printed Name: James D. Stewart Jr.
Title: Mayor
Email: jstewart@cityofirondaleal.ga
Purchase Order: _____

Basesix Approval by Authorized Representative:

Signature: *E. Byrd*
Printed Name: Elizabeth Byrd
Title: Service Assistant
6/10/26