Resolution 2026-R-241

A Resolution authorizing an agreement with Oil Equip Co. for the purchase of a Fuelmaster System

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 Oil Equip Co. (in substantially the form attached hereto as Exhibit A) in an amount not to exceed $24,401.55 for the purchase of a Fuelmaster System and to execute any other documents necessary to effectuate the same.

ADOPTED AND APPROVED: This 20th day of September, 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 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 day of September, 2026, as the same appears in the minutes of record of said meeting.

Leigh Ann Allison, City Clerk

EXHIBIT A

City of Irondale
101 20th St. South
Irondale, Al. 35210
Job Contact: Jeff Nail
Phone:205-902-4095
Email: jnail@cityofirondaleal.gov

09/22/2026

Job Site: City of Irondale
101 20th St. South
Irondale, Al. 35210

BUDGET PROPOSAL

Oil Equipment Company (hereinafter "Seller" or "OEC") agrees to furnish the materials and labor to complete the work described below in conformity with the specifications incorporated herein by reference (collectively, the "Work"), subject to the general terms and conditions described below, in this agreement:

Remove existing Phoenix equipment. Leave on site for disposal

Furnish and install new Fuelmaster system. includes:

- One (1) FMU5760-F2 w/ FMLive, cell, pwr. Cond, 50A, 2 hose.
- One (1) 191F0223 tank monitor interface, wireless kit (rs-232)
- One hundred (100) 268000BL ProFob, Blue
- FMLive setup and activation
- FMLive project management
- FMLive database construction and / or conversion
- Freight for FMU

Includes first year FMLive cellular services subscription ($2,988.00). This is an annual subscription charge and will be the customer's responsibility after the first year

PROJECT COST RECAP:	
Equipment and Tanks	**$21,948.55**
Labor & travel	**$2,453.00**
Total	**$24,401.55**

EXCLUSIONS, Items which are not part of this proposal:

1. Sales Taxes.
2. All bonds, permits, plan review fees or licenses.
3. Based on using existing electrical conduit, wiring and piping
4. It is assumed that existing conduit and electrical are sufficient and up to code
5. Any repair to existing equipment will be billed at standard rates
6. Any freight charges not listed in quote

_____ Exclusions reviewed/acknowledged

AGREEMENT

In consideration of and on the terms and provisions set forth hereinafter, Oil Equipment Company, Inc. dba Oil Equip Co. ("Seller") hereby agrees to furnish the equipment, materials and labor and complete the work ("Work") hereinafter specified and the undersigned purchaser ("Purchaser") hereby agrees to pay in accordance with the terms of this Agreement.

1. **ACCEPTANCE**: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format), reliance on any of Seller's work, and/or the issuance of an invoice, constitute a binding acceptance by Purchaser for the terms of Seller's proposal outlined above and these General Terms and Conditions, regardless of the terms of any subsequently issued documents.
2. **CONTRACT PRICE**:
   (a) For the work, the Purchaser agrees to pay Seller the sum of $_____. Payment shall be based on the terms specified below
   (b) Unless otherwise stated in the scope of work documents. **DUE UPON RECEIPT** of invoice or AIA progress billing draw request.
   (c) Prices are subject to applicable tax rates for job site locations which are NOT included in the contract price.
3. **PRICES; TERMS OF SALE; CREDIT:**
   (a) All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.
   (b) Unless otherwise specified above, terms are DUE UPON RECEIPT on shipment of equipment and on completion of services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required on all installation agreements. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.
   (c) Purchaser(s) shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason. If contract includes sales tax, this is only an estimate and final sales tax billed may vary.
   (d) Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for his work upon payment to Purchaser by any third party.
4. **DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:** Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Seller shall not be liable for damage in transit of any materials furnished. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

5. **CANCELLATIONS AND RETURN OF GOODS**: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges
6. **ACCESS TO SITE**: Purchaser will arrange and provide such access to the Site as is necessary for Seller to perform the Work.
7. **PURCHASER'S DUTY TO NOTIFY SELLER**: Purchaser represents and warrants that it has advised Seller of any known or suspected hazardous materials, utility lines and pollutants at any site at which Seller is to do work hereunder, and unless Seller has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Purchaser agrees to defend, indemnify and hold Seller harmless from all claims, suits, citations, fines, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death or property damage occurring with respect to Seller's performance of its Work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Seller by Purchaser.
8. **WARRANTY**: The Seller makes no warranty, expressed or implied, whether of merchantability, fitness for purpose, or any other representation to Purchaser except: (a) if the installation is supplied by the Seller, the Seller warrants that the installation shall be suitable for the purposes for which it is designed and that all work shall be guaranteed free of defects of workmanship for a period of one (1) year from date of completion; (b) if the equipment, any part or any component sold or used is not manufactured by the Seller, the Seller makes no warranty whatsoever as to such equipment, part or component; if such equipment, part or component is covered by a manufacturer's or supplier's warranty and such warranty may be extended to the Purchaser, then such equipment, part or component is warranted only to the extent such warranty shall be enforceable; Seller shall not be responsible for incidental or consequential damages, including costs of re-installation, that may result due to such defective equipment, part or component. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards.
9. **INSURANCE, TAXES AND FEES:**
   (a) Seller agrees to keep in force general liability insurance for any claim that may arise from its provision of services here under. Seller shall maintain worker's compensation insurance covering its own employees. Unless otherwise specified, Seller shall not be required to obtain fidelity or surety bonds, and the cost of any such bonds may be added to the price.
   (b) Except as otherwise stated herein, each party agrees to hold the other party and its agents, employees, and officers harmless against all loss and from all liability, claims, demands, lawsuits, losses and expenses, including but not limited to attorneys' fees, arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnity shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to or from any other person, including but not limited to engineers, architects, consultants or advisors.
   (c) To the extent allowed by law Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or sub Seller of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.
   (d) SHOULD SELLER OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, PURCHASER, ALL PARTIES CLAIMING THROUGH PURCHASER AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON SELLER'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF SELLER, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE FEE PAID TO SELLER FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT.
   (e) NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO SELLER'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF SELLER'S WORK HEREUNDER.
10. **MANUFACTURER INFORMATION**: Seller may provide manufacturer's product information and installation instructions for informational purposes but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.
11. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Seller to assume the status of a Purchaser, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser assumes full responsibility for compliance with the provisions of the Resource Conservation and Recovery Act ("RCRA") and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
12. **ADMINSTRATIVE PROVISIONS; CHANGE ORDERS:**
   (a) Changes. This agreement may be amended at the request of either party from time to time by written Change Order signed by both parties, setting forth the particular changes to be made and the effect of such changes on the price and on the time of completion, subject to Seller's approval

(b) Record keeping. Purchasers are responsible for keeping daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchasers shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

13. **FORCE MAJEURE:** If either of the Parties hereto is delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said party shall not be liable under this Agreement for said delay or failure. "Force majeure" shall mean any cause beyond the reasonable control of a party, including but not limited to, act of God, act or omission of civil or military authorities of a state or nation, fire, strike, flood, riot, war, epidemic or pandemic, delay of transportation or any other act or omission beyond the reasonable control of a party.
14. **REMEDIES CUMULATIVE:** No right, remedy or election given by any term of this Agreement shall be deemed exclusive, but each shall be cumulative with all other rights, remedies and elections available at law or in equity.
15. **COUNTERPARTS; ELECTRONIC SIGNATURE:** This Agreement may be executed and delivered by electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. **MEDIATION AND ARBITRATION:** All claims, disputes or other matters in question of every kind between the parties arising out of or relating to the contract shall be subject to mediation and, in the event no mediated resolution is reached within sixty (60) days of either party's request for and notice of mediation, then subject to binding arbitration in Birmingham, Alabama in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Unless the parties mutually agree to a lesser or greater number, they shall select three unbiased objective arbitrators. If the parties cannot agree on three arbitrators, then each will select one such arbitrator and the two arbitrators so selected shall select a third unbiased objective arbitrator. The parties shall bear equally the cost of the arbitrators, and each party shall bear their own costs. Provided, however, the arbitrators may award reasonable attorneys' fees, arbitration costs and related expenses to the prevailing party if the arbitrators determine, in their sole discretion, that the losing party acted in bad faith or if appropriate to do justice under the circumstances. A determination by two or more arbitrators shall be binding. All determinations of the arbitrators shall be final, binding on the parties and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties acknowledge and agree that the transactions contemplated by this contract, include the purchase of materials and components obtained from out-of-state and otherwise include the use of interstate mails, roadways and commerce, all of which constitutes interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 1, *et sequel*. Provided however, notwithstanding the foregoing, any party shall have the right to file and enforce a mechanic's or other similar lien in the necessary courts of competent jurisdiction.
17. **GOVERNING LAW:** For enforcement or any right, including the requirements of mediation or arbitration, regardless of the jurisdiction where this contract shall be performed, the law of the State of Alabama shall apply and any lawsuit shall only be filed in the courts of Jefferson County, Alabama. Provided however, for the filing of any mechanic's lien or similar lien for which there shall be judicial enforcement, it shall be filed in and governed by the law of the place of location of the property.
18. **SUCCESSORS AND ASSIGNS:** This contract shall be binding upon the heirs, representatives, successors and assigns of the parties hereto.
19. **SIGNATORY AUTHORITY:** Each signatory hereto represents he has authority to enter into this contract on behalf of the respective party hereto.

SELLER:	PURCHASER:
Oil Equipment Company, Inc.	
Danny Fortenberry Signature	James D. Stewart Jr. Signature
Danny Fortenberry Print Name	James D Stewart Jr Print Name
It's: INDUSTRIAL SALES Title	It's: Mayor Title
11/2/2026 Date Signed	10/20/26 Date Signed