



Town of Perdido Beach

RESOLUTION 2012-20 RATIFYING APPROVAL OF A CONTRACT WITH  
**Gene's Dozer, Inc.** TO PERFORM EMERGENCY ROAD MAINTENANCE FOR  
THE TOWN OF PERDIDO BEACH, ALABAMA

**WHEREAS**, Section 11-43-56, Code of Alabama 1975, states: **Management and control of finances and property of municipality.** Except as otherwise provided in the title, the council shall have the management and control of the finances and all the property, real and personal, belonging to the city or town; and

**WHEREAS**, Section 11-47-5, Code of Alabama 1975, states: **Execution of contracts.** Contracts entered into by a municipality shall be in writing, signed and executed in the name of the city or town by the officers authorized to make the same and by the party contracting. In cases not otherwise directed by law or ordinance, such contracts shall be entered into and executed by the mayor in the name of the city or town and all obligations for the payment of money by the municipality, except for bonds and interest coupons, shall be attested by the clerk. This section shall not be construed to cover purchases for the ordinary needs of the municipality.

**THEREFORE, BE IT RESOLVED** that the Town Council does hereby ratify approval up to **\$4000.00** as compensation to **Gene's Dozer, Inc.** for the performance of emergency rights-of-way maintenance within the Corporate Limits of the Town of Perdido Beach, as approved by the Town Council. Contract is in writing, signed and executed by the Mayor in the name of the Town of Perdido Beach and all obligations for payment of compensation shall be attested by the clerk.

APPROVED this **26<sup>th</sup> day of July, 2012**, by the Town Council in regular session assembled and under the Seal of the Town of Perdido Beach, Alabama.

*Patsy W. Parker*  
\_\_\_\_\_  
Patsy W. Parker, Mayor

ATTEST:

*Lynn Thompson*  
\_\_\_\_\_  
Lynn Thompson, Town Clerk



**Town of Perdido Beach**

**CONTRACT FOR SERVICES RENDERED**

This is a contract entered into by **GENE'S DOZER SERVICE, INC., an Alabama Corporation** (hereinafter referred to as "the Provider") and **THE TOWN OF PERDIDO BEACH, a Municipality in the State of Alabama** (hereinafter referred to as "the Town").

The Provider's place of business is located at **14820 Bishop Trace, Lillian, AL 36549** and the Town's place of business is located at **9212 County Road 97, Perdido Beach, AL 36530.**

The Town hereby engages the Provider to provide services described herein under "Scope and Manner of Services". The Provider hereby agrees to provide the Town with such services in exchange for consideration described herein under "PAYMENT FOR SERVICES RENDERED".

**Scope and Manner of Services**

Location Where Work will be Provided:

Streets as described on Attached Work Order.

Services:

Grading and Repair.

Work Orders

Work orders will be required for all work performed under this contract. The contractor shall be responsible for adhering to the guidelines of the Work Order/Reporting System.

Payment for Services Rendered: See attached work order.

The Town shall pay the Provider within **Ten (10) days** of the date on invoice from the Provider for services rendered.

Starting date: 7/03/12 Ending date: 7/15/12

Before signing contract the Provider shall have on file with the Town (1) a current business license and (2) certification of liability insurance in the amount of \$1,000,000.

Upon beginning work the Provider will notify the Town Clerk so daily inspections and final inspection of work may be made by the Mayor or the Mayor's Designee.

**Applicable Law**

This contract shall be governed by applicable laws of the Town, County and/or State and any applicable Federal law.

**Indemnification**

The PROVIDER shall fully indemnify and hold the Town of Perdido Beach and its officers, directors, employees, agents and representatives completely harmless from any and all claims, notices, violations findings or orders of whatsoever kind or character which may arise or be made, or which are in any way related to or resulting from things to be done and performed by the PROVIDER herein to include, without limitation, attorney fees and legal expenses incurred as a result of the Town of Perdido Beach enforcing, defending, or complying with this agreement, or otherwise addressing actions or claims made related in any way to this agreement. This provision shall survive the expiration of this agreement.

**Authorization**

**Town Council Vote June 28, 2012.**

**Signatures**

In witness to their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

Patsy W. Parker  
Printed Name of Mayor

Patsy W. Parker 7-3-12  
Signature of Mayor - Date

Eugene R Fell  
Printed Name of Provider or Agent

Eugene R Fell  
Signature of Provider or Agent - Date

ATTEST:

Lynna Thompson  
Town Clerk